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## The Solicitors' Journal and Reporter.

LONDON, FEBRUARY 2, 1889.

## CURRENT TOPICS.

THE RULES under the Solicitors Act, 1888, have been signed, and will be shortly issued.

THE COUNTY COURT RULES, 1889, are at last issued, and form a bulky volume of 452 pages, at a price of 3s. 6d. They came into operation yesterday (February 1st).

A DOUBLE PROMOTION during the week has converted Mr. ROLAND VAUGHAN WILLIAMS into a Queen's Counsel and a Commissioner of Assize for the ensuing Northern Circuit. Mr. WILLIAMS, who is a member of the South-Eastern Circuit, was called to the bar in 1864.

THE MANCHESTER Law Association, at its meeting on the 16th of January, passed the following resolution:—

That this association gratefully recognizes the vigorous and judicious manner in which the Council of the Incorporated Law Society of the United Kingdom have promoted the Trustees' Liability Bill, the Solicitors Bill, and the Land Charges Registration Bill, and congratulate the council on the success of their efforts in supporting these very important measures and securing their passing in the recent session of Parliament.

It will be seen from a report elsewhere that a similar resolution has been passed by the Nottingham Law Society, and we may perhaps add, speaking from knowledge, derived independently of the council, of the various difficulties which have been encountered with regard to some of the above-mentioned Bills, that in our opinion high praise is due to the clever tact with which they were piloted through their various stages. Of course the council could not in all cases get all they wanted, but, under the circumstances, it is rather surprising that they got so much as they did. A tribute is due to the energy and ability with which the Trustees Bill was carried through the House of Commons by Mr. COZENS-HARDY, Q.C.

THERE WAS considerable and very proper discussion at the meeting of the Incorporated Law Society on Thursday afternoon upon the resolutions proposed on behalf of the council, enabling them to reduce the subscriptions in the manner we have before indicated; but we are glad to say that the resolution was ultimately carried, with only three dissentients. We regard the concessions to be made in the amount of subscription as a matter of the highest importance; but the momentous question is, What response the profession at large will make to the invitation or inducement now afforded to become members? Upon that response depends the question whether the society shall continue in its present position—very influential, because it happens to have as its executive a body of exceptionally able men—or whether, in addition to this, it shall obtain the enormous power and authority arising from its comprising within its membership substantially all the practising solicitors of England. We earnestly hope that every solicitor will feel it his duty, under present circumstances, to join the society. In view of Lord HALSBURY's designs, it was never more essential that the representative solicitors' body should be strengthened in every possible way.

IT DOES NOT APPEAR to be sufficiently known by practitioners in the Chancery Division that it is not necessary in any branch of that division to prove the allegations of a statement of claim before moving for judgment in default of defence under R. S. C., ord. 27, r. 11. In the case of *Smith v. Buchan* (36 W. R. 631) this fact was laid down, but apparently did not take root in the minds of those whom it concerns. On Saturday last, before Mr. Justice KAY, in an action of *Brandon v. Ellis*, counsel moved, in default of defence, for judgment for specific performance, adding that he had affidavits proving the statement of claim. Mr. Justice KAY refused to receive the affidavits, on the ground that they were not necessary, the judges having decided that, as default in delivering a defence has the effect of admitting the allegations in the statement of claim, no other evidence ought to be received. The practice of requiring such evidence in specific performance actions originated, it is believed, with Mr. Justice KAY; but it is presumed that the principle involved in the decision of the judges referred to by that learned judge—viz., that whatever is admitted need not be proved—applies to every case of default of defence, and will in future be so applied.

A SINGULAR QUESTION of matrimonial law, or rather, perhaps, of ante-matrimonial practice, appears to have arisen in a Derbyshire parish. It is stated that the banns of marriage between a female parishioner and two different persons have been separately published in the same church, and that the vicar of the parish has expressed his opinion that, after the third publication of each of the respective banns, the lady will be in a position to take the benefit of either publication and to elect between the two aspirants to her hand. Although the question does not appear to have been at any time raised in the Ecclesiastical Courts, it would seem that the vicar's view is correct, and that, the publication of banns being no more than one of the conditions precedent to the validity of a marriage, a due publication of the banns of marriage

between A. and B. is not rendered invalid by the fact that the banns of marriage between A. and C. have also been published. It may be mentioned that Mr. CHIPPERS, in his "Laws of the Church and Clergy" (4th ed., 731), after referring to the provision in 4 Geo. 4, c. 76, s. 9, that "whenever a marriage shall not be had within three months after the complete publication of banns, no minister shall proceed to the solemnization of the same until the banns have been re-published," adds:—"The publication of banns, therefore, unless followed by marriage within three months, is a nullity." The same question might arise if a man obtained the respective licences of two bishops for marriages between himself and two different women. In such a case it is difficult to see how a marriage celebrated in pursuance of one of the licences could be invalidated by the previous grant of the other licence.

THE CASE of *Schofield v. Hincks* (*ante*, p. 93, 37 W. R. 157) is important as bearing upon one of the most moot points under the Agricultural Holdings Act, 1883. Section 7 provides that a tenant claiming compensation under the Act "shall," two months at least before the determination of the tenancy, give notice in writing to the landlord of his intention to make such claim. The corresponding section of the Act of 1875 (section 20) expressly provided that, unless notice should be given by the tenant, no compensation could be claimed by him. These words are omitted from section 7 of the Act of 1883, and considerable doubt has been felt as to whether the word "shall" in that section is imperative or merely directory. In *Schofield v. Hincks* a trustee in bankruptcy, who had entered into possession of a farm, was sued by the landlord for removal of hay contrary to the custom of the country. The trustee counter-claimed for unexhausted improvements, including improvements within the first schedule of the Agricultural Holdings Act, 1883, but it appeared that he had not given the notice in writing required by the Act, and it was held that the counter-claim could not be sustained. "The tenant," said Lord COLERIDGE, "has not followed the procedure pointed out by the Act; he has not given the proper notice." It is to be observed, however, that the decision mainly turned on the consideration that the claim must under the Act be referred to arbitration, and could not be made the subject of a counter-claim in an action. Still, so far as Lord COLERIDGE is concerned, there seems to be an expression of opinion that section 7 is imperative, and that the giving of a two months' notice in writing to the landlord is a condition precedent to the right of the tenant to claim compensation under the Act.

THE ELECTION of aldermen to the county councils is the first business which the "provisional councils" are directed to transact, after the election of a chairman, under section 105 of the Local Government Act, 1888, by sub-section 3 of which "the provisional councillors shall at their first meeting," to be held on the second Thursday next after the day fixed for the first election (see sub-section 2), "elect one of their number to be chairman of that meeting and of the second meeting, and shall then at that meeting, or some adjournment thereof, proceed to elect the county aldermen in like manner as if they were a fully constituted council," whereby we think it is implied, though not expressed, that between the election of chairman and aldermen no business whatever can be validly transacted. The qualification and mode of election are regulated by the Municipal Corporations Act, 1882, as amended (though not very materially) by sections 2 and 75 of the Local Government Act, 1888, section 2 opening with the words, which cannot be too carefully borne in mind, that "the council of a county and the members thereof shall be constituted and elected and conduct their proceedings in like manner, and be in the like position in all respects, as the council of a borough divided into wards," except where any express modification of the Act of 1882 has been introduced by the Act of 1888—which latter Act, in qualifying ministers of religion, and other respects, introduces many modifications as to councillors generally, but none worth mentioning as to aldermen specifically. Turning to the Act of 1882, therefore, we find that, by section 14, it is enacted that aldermen shall be "fit persons" elected by the council, one-third of the number of the councillors (in London not more than one-sixth: see section 40, sub-section 5, of the Act of 1888),

out of the councillors themselves or persons qualified to be councillors; to hold office for six years; councillors, if elected, to vacate the office of councillor. The mode of election is regulated by section 60, whereby every person entitled to vote may vote for any number of persons not exceeding the number of vacancies, by signing and personally delivering at the meeting to the chairman a voting paper containing the surnames and other names, and places of abode and descriptions of the persons for whom he votes; the chairman, who has a casting vote, having the duty of openly producing and reading the voting papers and declaring the persons who have the greatest number of votes to be elected. In borough councils there is an obligation on any person elected, whether nominated with his consent or not, to serve or pay a fine (see section 34 of the Act of 1882); but one of the most important modifications introduced by section 75, sub-section 16, of the Act of 1888 is that nothing in the Act of 1888 shall render any person elected to a corporate office, without his consent to his nomination being previously obtained, liable to pay a fine on non-acceptance of office. The election of an alderman may be questioned on an election petition in the same manner, on the same grounds, and within the same time as an election of a councillor can.

A CORRESPONDENT this week raises a very important question. He asks, with reference to the case of *Re Quebrada Railway Co.* (*ante*, p. 126), whether there is any authority to the effect that, on reduction of capital of a company under the Act of 1867, preference shares are, in the absence of express stipulations in the articles, subject to reduction rateably with ordinary shares. We agree with our correspondent in his evident opinion that, as a matter of justice, the question whether a preference shareholder, entitled to a preferential dividend at a specified rate per cent. per annum, can have his dividend reduced by reduction of his shares, ought to be dealt with simply as a question of construction of the provisions of the articles of the company, on the faith of which the preference shareholder took his shares. It is to be observed, however, that under section 11 of the Act of 1867 the court, in confirming the reduction, is enabled to impose terms and conditions, and has a discretion either to confirm the reduction or not; and that the rule acted on by Mr. Justice NORTH in the recent case as to the exercise of this discretion is an application of one of those (perhaps not always very fully considered) suggestions which the judges of Court of Appeal No. 2 sometimes throw out. It is also to be observed that the provisions of articles, which the Court of Appeal have held to be sufficient to authorize the reduction of the preference shares, are very usual provisions. The decision referred to in the report of *Re Direct Spanish Telegraph Co.* (35 W. R. 209), in which counsel for the petition, as our correspondent points out, stated that "it has already been decided that the preference shares are subject to reduction," was, no doubt, *Bannatyne v. Direct Spanish Telegraph Co.* (35 W. R. 125, 34 Ch. D. 287). In that case the articles of the company empowered it to increase the capital by the issue of new shares, with power to give preferential rights to any shares so created; such new capital to be considered part of the original capital and to be subject to the same provisions, except so far as the resolutions authorizing the raising of the new capital might otherwise direct. The articles empowered the company by special resolution to reduce its capital, and alter the amount and denomination of its shares. On the ground that the preference shareholders took their shares subject to the provisions of the articles, which contained a power to the company to reduce its capital and alter the amount and denomination of its shares, the Court of Appeal held that the preference shareholders were bound by a scheme of reduction, the effect of which was to reduce by one-half their preferential dividend. This was the ground of decision, but Lord Justice CORON in his judgment (34 Ch. D. 303) said, "In my opinion, although it is not necessary to decide that point, I think that the judge, when the matter is brought before him, if he sees it bears hardly on those who do not consent, may take that into consideration, and ought not to sanction a scheme simply because the creditors, who must be looked to, are dealt with properly, and have no ground of complaint." Lord Justice FAY—if we may respectfully say so, with better judgment—expressly declined to express any opinion on this question. The result of Lord Justice CORON's dictum has been that Mr. Justice NORTH has refused to

sanction a scheme, on the ground that it was unfair as between the two classes of shareholders that the whole burden of the loss should be thrown upon the ordinary shareholders. It seems to be necessary now to consider whether some alterations are not required in the provisions of articles as to this matter, and whether it is not possible by contract to exclude the right to reduce preference shares.

IN THE CASE of *Hugill v. Masker* the Court of Appeal made some strong remarks on the impropriety of reviving before it charges of fraud which had failed in the court below. The occasion was not unsuited to the rebuke, and illustrates the recklessness with which such charges are often preferred. The plaintiff, a Bradford manufacturer, had purchased some spinning frames from a person who alleged himself to be a vendee under a former sale, and who was in possession of a delivery order, but, instead of paying the full price of £50 at once, the plaintiff took the precaution to give a cheque for £25 only until he had seen that it was "all right." As a matter of fact it was all wrong, the intermediary—vendee and vendor in turn—had not duly completed the first purchase, and was simply trying to raise some money. Upon these very slender facts the defendants charged the plaintiff with being implicated in the fraud, at least to the extent of conniving at it, and this charge, though it quite failed at the trial, was renewed in the Court of Appeal. Naturally it only prejudiced the case of those who renewed it, and FRY, L.J., pointed out how small a chance there was of inducing three judges in that court to reverse upon such a point the finding of a judge who had had the parties themselves before him. An occasional check of this kind is valuable for counsel whose forensic zeal runs away with due consideration for their opponents.

IT APPEARS that the recent decision of the Court of Appeal in *Rosenberg v. Northumberland Building Society* (*ante*, p. 200), was governed by an unreported case of *Wilson v. Miles Plating Permanent Building Society*. But, even in the absence of such an authority, it does not seem that there could have been any reasonable doubt. It may be admitted at once that a mortgage is to be governed by the terms entered into at the time of the transaction, but there is nothing in this principle to prevent the parties from making it subject to a term that the terms themselves may be from time to time altered, and this was, in effect, what had been done in the recent case. The mortgage deed contained a covenant that the plaintiff should pay "all subscriptions, fines, and other moneys," which should become due under the rules for the time being of the society, and at the time of the mortgage there was a rule in force to the effect that any of the rules might be altered and new ones made. Consequently when, at a later time, a new rule was duly made under which additional sums of money—namely, a share of losses incurred by the society—became payable, it was inevitable that this new rule should itself become a term of the mortgage deed. It altered certainly the conditions upon which the mortgagor was entitled to redeem, but it only altered them in a manner which was clearly authorized by the mortgage deed itself.

MR. BERESFORD HOPE has, it is stated, petitioned against the return of Lady SANDHURST as a county councillor on the ground of sex, but it has not yet been announced whether or not the seat of Miss CORDEN has been assailed. If Lady SANDHURST should be declared ineligible, will Miss CORDEN, if not petitioned against, be entitled to retain her seat, or will she have "become disqualified after election" within the meaning of section 225 of the Act of 1882, so as to be removable by *quo warranto* within twelve months? We have no doubt that, notwithstanding a judicial decision that women are disqualified, a woman not petitioned against would be entitled to retain her seat, unless, indeed, the old weapon of "amotion" could be called in. Amotion has never been legally abolished, and we are inclined to think that it still subsists. A bye-law giving power to move for just cause was held good in *E. v. Richardson* (1 Burr. 539), and it may possibly be that if such a bye-law were made the amotion

of a woman retaining her seat by a mere technicality would be good in law; but the question is an exceedingly difficult one.

THE QUESTION propounded by a correspondent on the subject of granting certificates of death is one which might be supposed to have frequently arisen, but in point of fact it does not appear to have come before a superior court, nor have we any knowledge that the question has come before any court. It will be observed that the words of the section first quoted by our correspondent, while imposing on the medical practitioner who attended the deceased in his last illness the duty of granting the certificate, does not say that he is to do it without fee or reward, but the subsequent section, which imposes a penalty for non-performance of the duty, almost implies as much.

#### COVENANTS FOR QUIET ENJOYMENT.

IT seems clear that the recent decision in *Jenkins v. Jackson* (37 W. R. 253) was correct in its result, though it is doubtful whether the law upon the breach of covenants for quiet enjoyment was very clearly appreciated, either in the arguments or in the judgment. To get a fixed starting-point, it is necessary to go back to the old case of *Hayes v. Bickerstaff* (Vaughan, 118), where a lease contained the ordinary covenant against disturbance by the lessor or his assigns. Subsequently, the lessor granted his reversion to the Duke of LENNOX, to whom the lessee attorned. Nevertheless, the Duke entered upon the land, and carried away therefrom many loads of faggots and wood. When the lessee brought an action against the lessor on the covenant for quiet enjoyment, he was met with the defence that the Duke's entry was a tortious act, for which the covenantor was not liable, and this plea was held to be good. The chief grounds for the decision were that the lessor could not have meant to covenant against the tortious acts of strangers, and that if he had done so there would be a double remedy—one against the lessor or his covenant, and one against the stranger in respect of the tort. The result of the case was to draw a strong distinction between disturbances to the enjoyment of a lessee caused by the lessor, and those caused by other people; and though it may not always have been emphasized in England, yet it is well recognized in America, where actions on covenants for title are much more frequent (Rawle on Covenants for Title, p. 165). Thus a lessor is held to covenant against all acts of his own, whether lawful or tortious, but as respects other persons, only where they are lawful.

The reason for this, indeed, is well stated by Lord ELLENBOROUGH, C.J., in *Nash v. Palmer* (5 M. & S. 379), where he says that, "as it regards such acts as may arise from rightful claim, a man may well be supposed to covenant against all the world; but it would be an extravagant extension of such a covenant if it were good against all the acts which the folly or malice of strangers might suggest."

The liability of the covenantor himself was recognized in the case of *Shaw v. Streeter* (2 H. & N. 858), where a lease had been granted of a mine, but the lessor retained a quarry which lay between the mine and the surface of the land. Subsequently, by working the quarry, he broke into the mine, and caused it to be flooded with water. This was held to be an act by which the lessor, in breach of his covenant, disturbed the quiet possession of the demised premises, and he was consequently liable. But it was thought by POLLOCK, C.B., that if he had simply done some act on adjoining land which amounted to a nuisance, this would probably not have been a breach.

The distinction between a merely tortious disturbance by a stranger, and one effected under a lawful title, was brought out in the case of *Sanderson v. Mayor of Berwick-on-Tweed* (33 W. R. 67, 13 Q. B. D. 547), in the Court of Appeal. There were two lessees under the defendants, of whom the plaintiff SANDERSON was one. Under the land demised to him there ran drains which the other lessee was entitled to use. By an excessive and unlawful use of part of these drains, he caused a field of the plaintiffs to be flooded, and for this—a merely tortious act on his part—the lessors were not liable on the covenant. But he also caused damage to the lands of the plaintiff by the proper use of part of the drains which were defective, and for this the



defendants were held liable. The case was complicated by the fact that the defect was due to themselves, but it really rested on the fact that the user by the second lessee was under a lawful claim of title, and not merely tortious.

There seems, therefore, no reason to doubt the old rule that while a lessor is liable on the covenant for quiet enjoyment for all acts of his own, rightful or wrongful, which substantially interfere with the possession of the land demised, yet he is only liable for those of a stranger when done in the exercise of a right, legal or equitable. Moreover, if the tort committed by the lessor is not a substantial interference with possession, but is merely a nuisance committed on adjoining property, he is probably not liable. Much less is he, therefore, if such a nuisance is committed by a stranger.

These principles clearly decide the badness of the claim put forward in *Jenkins v. Jackson* (*supra*). In that case one room in a building was let to an auctioneer and accountant for the purposes of his business, and this frequently kept him till a late hour in the evening. The lease contained the usual covenant for quiet enjoyment without disturbance by the lessors or any person lawfully claiming under them. A room above was let for dancing, and from the noise and shaking caused by this pastime arose the trouble. The bustle of people on the stairs, and the tread, light or otherwise, of flying feet overhead, sadly interfered with the industry of Mr. JENKINS and his clerks. Quiet enjoyment was out of the question, and an action on the covenant was brought. Very properly it failed. Even had the dancing been that of the lessor himself, it is very doubtful whether it could have succeeded. With the actual possession of the room there was no interference, and the noise and shaking were just such a nuisance as that adverted to in the *obiter dictum* of POLLOCK, C.B., referred to above. But considering that the nuisance was caused by strangers, for whose tortious acts the lessor had in no way covenanted, the claim on the covenant was bound to fail. At the same time the soundness of the second reason put forward in *Hayes v. Bickerstaff* (*supra*) was illustrated, as the plaintiff immediately got damages in respect of the tort. The real doctrines, however, which govern the case, being founded on ancient and somewhat unusual law, do not seem to have been sufficiently adverted to, and it may be useful to notice them.

#### A READING OF THE TRUSTEE ACT, 1888.

##### III.

SECTION 8.—*Statute of Limitations may be pleaded by trustees.*  
—*Sub-section (1).*—The section commences by stating those cases to which the present law is still to apply. These are (1) where a claim is founded upon any fraud or fraudulent breach of trust to which the trustee was party or privy; (2) where an action is brought to recover trust property, or the proceeds thereof, still retained by the trustee; (3) or such property or proceeds, which, though not now retained by the trustee, have been previously received by him and converted to his own use. In short, the present rules of law as to time being no bar to actions by a *cestui que trust* against his trustee will still apply, where the trustee has acted fraudulently, and where he is enjoying or has formerly enjoyed the trust property. These rules, of course, have been recently summarized in the provision of the Supreme Court of Judicature Act, 1873, section 25 (2), that no claim of a *cestui que trust* against his trustee for any property held upon an express trust, or in respect of any breach of such trust, shall be held to be barred by any statute of limitation. Such being the general doctrine, and the above being the cases to which it is still to apply, the modifications introduced with regard to other cases are dealt with in the two following provisions:—

(a) In any action brought against a trustee or person claiming through him, the Statutes of Limitation are to apply as fully as though there were no trust; or, for the sake of greater accuracy, using the words of the Act, as "if the trustee or person claiming through him had not been a trustee or person claiming through him." It may be well, therefore, to remember that the statutes in question are of two kinds, those relating to real estate and those relating to legal proceedings. The former are the Real Property Limitation Acts of 1833 and

1874; and the chief of the latter is the statute 21 Jac. 1, c. 16. With regard to real property, it does not appear that any doubt will arise; indeed, where the trustee has parted with it, no action would be brought against him which would be affected by these statutes. But with regard to actions in general, the case is different, as it seems that an action in respect of a breach of trust is not an action "of debt grounded upon any lending or contract" under 21 Jac. 1, c. 16. The contrary, indeed, has sometimes been held, notably in some Irish cases, but this seems to have arisen from a confusion between actions brought to make good breaches of trust and claims in respect of breaches of trust in cases of administration. In the latter case, for purposes of settling questions of priority, the breach of trust is held to constitute a simple contract debt. But it was decided in *Brittlebank v. Goodwin* (L. R. 5 Eq. 545) that this is not so for the purposes of the statutes of limitation. It does not appear, therefore, that any relief is given so far in respect of breaches of trust, of however technical a nature.

(b) This provision recognizes that the statutes of limitation do not apply to all cases which may arise, and proceeds to make a special enactment as to actions to recover "money or other property" in such cases. The action is to be treated as an action of debt for money had and received, and the bar granted by the statutes in an action of the latter kind is to be applied. The result is that, where an action is brought to recover "money or other property" which is not affected by any existing statute of limitation, then it will be barred in six years from the cause of action arising. Of course the disabilities allowed by the Act of James I. apply, except those of absence beyond the seas and imprisonment, which were removed by 19 & 20 Vict. c. 97, s. 10, and except the disability of coverture, removed for this purpose in the present clause. Moreover, the rule is assimilated to that prevailing with regard to real estate by providing that the six years shall not commence to run against the interest of any beneficiary until it falls into possession. As this clause refers to actions to recover money or other property, it is not improbable that it will be made to apply to cases of breach of trust, as here, although the action is sometimes brought to recover compensation or damages, yet it is always, in effect, for the recovery of the trust property. It may be suggested, however, that if the clause was meant to cover such a case, it should have more expressly shewn this object.

*Sub-section (2).*—This provides that any beneficiary against whom any statute of limitation can be pleaded must have his case treated separately from any other beneficiary. He will not be helped by any judgment obtained by the latter, but time will, in any case, be reckoned against him from the period when he himself might have brought his action.

*Sub-section (3).*—The section is not to come into operation until after the 1st of January, 1890; nor is it to interfere with any right or defence to which executors or administrators are entitled under any existing statute of limitations.

#### THE NEW RULES OF THE LAND REGISTRY.

##### III.

IN our last article (*ante*, p. 181) we gave in detail the process of registration with "possessory title"; in this we propose to pass on to registration with "absolute title"; and before we can do this quite satisfactorily it will be necessary to go back a little.

(a) *The two systems, 1875 and 1862.*—It will be remembered that, under the Act of 1862—Lord Westbury's—nothing short of a "marketable" title could be registered as indefeasible—that is to say, nothing short of a title which the court would force an unwilling purchaser to accept under an open contract. There is no need to enlarge upon the inevitable conditions of such an investigation as this rule involved. The records of the Land Registry shew that between 1862 and 1875 no less than 30 per cent. of the applications to register failed or were abandoned, and of those that pulled through many, doubtless, suffered enormous penalties in the course of survival. Further, the work of guaranteeing boundaries is said to have been exceedingly costly and tedious, not so much in the official requisitions, but rather owing to the expense of giving the requisite notices to adjoining owners and opposing objections made by them as to matters often of little real practical import.

In consequence of the difficulty of proving a marketable title, the Act of 1875—the subsisting Act—provided (section 17, sub-section

3), that, "if the registrar, upon the examination of any title, is of opinion that the title is open to objection, but is nevertheless a title *the holding under which will not be disturbed*, he may approve of such title, or may require the applicant to apply to the court, upon a statement signed by the registrar, for its sanction to the registration," and that (sub-section 4) "the registrar may accept as evidence recitals," &c., &c., as provided generally for sales by the Vendor and Purchaser Act, 1874, s. 2. Also, in consequence of the difficulty experienced as to boundaries under the Act of 1862, the singular provision was inserted to which we have often before referred—that (section 83, sub-section 5) "registered land shall be described in such manner as the registrar thinks best calculated to secure accuracy, but such description shall not be conclusive as to the boundaries or extent of registered land." Whatever the ultimate effect of this provision may be, it certainly effected its immediate object, for no notices are required to be served on adjoining owners, and the registrar is able to register land on the same evidence as to boundaries as ordinary purchasers are satisfied with on sales. The result of these two relaxations is evidenced by the fact that of applications to register made under the Act of 1875 only 6 per cent. have failed or been abandoned instead of the formidable 30 per cent. "not proceeded with" under the earlier Act.

(b) *Stages of an application.*—Under the new rules the various stages of applications for absolute title will be these (in ordinary cases):—

- (i.) Formal application and abstract of title left.
- (ii.) Advertisement.
- (iii.) Requisitions, answers, settlement, map and verbal description, and statement of title.
- (iv.) Statutory declaration by applicant and solicitor (if any).
- (v.) Entry of title in register on payment of fees.

The formal application consists of a short printed form on which is filled in the applicant's name, address, and description, a short verbal description of the land sufficient for the advertisement—the parish and county, the name of the estate, its numbers on the ordnance map, and total acreage—and an address for service. The abstract is prepared as usual, and a fee of 10s., and no more, is paid on its lodgement. An appointment is made with a solicitor employed by the office to examine the deeds with abstract, his fees being paid by the applicant direct.

The advertisement is then settled by the registrar and sent to the applicant for insertion. It consists usually of the verbal description copied from the application into a printed form: it has to appear once in the *Times* and once in a local paper approved by the registrar. We observe in a recent case concerning 103 acres in Egham, Surrey, the advertisement occupies twenty-one lines in the second column of the *Times*. The cost of this can be readily estimated. It is understood, however, that the form of advertisement hitherto used is considered capable of abbreviation, and that a shorter form will soon be issued. This is important, as the newspaper rates for advertisements would render them a heavy item in the case of small properties.

The requisitions.—Hitherto the registrar has conducted all investigations of title under the Act of 1875 himself, thus saving applicants the expense of counsels' fees; section 111 of the Act authorizing a reference to conveyancing counsel of the court of any title to land proposed to be registered with absolute title. Of course, if applications for absolute title became very numerous, the registrar could no longer do this, and then applicants would have to pay counsels' fees for examining title. The requisitions may or may not be satisfactorily answered. If the registrar considers that a material risk is still outstanding, he frames a note of it for registration in the form of a "qualification" of the title, and submits it to the parties.

In a matter in which so much depends on the details of individual cases it is impossible to give general information as to the nature of the requisitions usually made, or the strictness with which they are followed up. The evidence of the record is that only 6 per cent. of the applications are not proceeded with (as we have already observed), and it is asserted on behalf of the office that they are not more than an ordinarily prudent purchaser would insist upon under an open contract. Only this should be remembered, where, either by conditions of sale or by the Conveyancing Act, the expense of procuring all documents not in the vendor's possession is thrown upon purchasers, there is a great unwillingness to press requisitions into that region. This check does not influence the registrar, and it may be that in the matter of production of documents the above comparison requires correction. Under new rule 2 (e) the registrar may "take and act upon the opinion of any conveyancing counsel of not less than ten years' standing." This, it is submitted, will be sufficiently complied with by the registrar obtaining a confirmation for registration purposes of any opinion on title previously and independently given.

The registrar also prepares a statement of the incumbrances. It used to be the custom for the applicant to furnish this, but general convenience has determined the practice the other way. The map of

the land will also be prepared under the registrar's direction in the office on a sheet (or sheets) of the ordnance map—25 inch scale usually. This will be done by an officer of the Ordnance Department attached to the registry at the cheapest rates possible. If a particular verbal description (which is not necessary) be desired, it should be submitted to be checked by the ordnance officer with the map.

The "statement of title" drawn up by the registrar contains not only the entry intended to be made, but any further matters which may be considered likely to be useful for future reference in the office. It must be remembered that the "proprietor" is not always the beneficial owner; for instance, he may be a trustee with an absolute trust for sale only. On his death, if registered as proprietor, it will be necessary for the registrar to look back (section 41) to the beneficial title to see who ought to be registered in his place. Under these and similar circumstances the statements of title have been found very useful, and save much subsequent labour and delay. No reference to them is placed on the register however, and as long as the proprietor is alive he has every statutory power conferred on him by the Act, anything in the "statement of title" to the contrary notwithstanding. If any objections have been entered—a most rare occurrence—or if the registrar considers anyone besides the applicant ought to have notice of the settlement of the title, notice of such settlement is sent. One month has to elapse after the settlement of title before entry.

The statutory declaration.—By this time, it will be seen, everything is in position for framing the final entries and for registration of the land. Accordingly, if the statement of title and map are agreed to, the applicant and his solicitor (if any) make a joint declaration to the effect that (a) the abstract is full and correct, and that all material facts have been disclosed; (b) the description and map are full and correct; and (c) that the possession is in accordance with the title shown. The grounds of information are required to be added.

Entry in the register.—On the return of the statement of title approved by the applicant, and on the expiration of one month from its issue by the registrar, or the expiration of three months from the appearance of the first advertisement—whichever shall last happen (though the new rule 2 (e) gives power to shorten this latter period)—and the payment of the office fee, ranging from 5s. (for £50 and under) to £50 (for £100,000 and over), the registration can be made and certificate issued.

## REVIEWS.

### THE LAND CHARGES ACT.

THE LAND CHARGES REGISTRATION AND SEARCHES ACT, 1888; BEING AN APPENDIX TO "ON SEARCHES." By HOWARD WARBURTON ELPHINSTONE, M.A., Professor of the Law of Real and Personal Property in the Inns of Court, and JAMES WILLIAM CLARK M.A., both of Lincoln's-inn, Barristers-at-Law. W. Maxwell & Son.

The authors preface their edition of the Act with a short introduction explanatory of its general object and machinery. With regard to the provisions relating to registration of writs and orders affecting land, they say that "the practical effect of these provisions is to render a purchaser for value safe against all writs and orders which can be and are not registered under the Act, unless in the excepted cases just referred to, in which they will be discovered by the searches now usually made. As between the judgment creditor and the judgment debtor, the Act leaves things as they were before. Subject to the question as to the effect of unregistered writs or orders as against a purchaser who pays his purchase-money to the vendor after notice of them, it may be said that where a purchaser obtains possession of the land purchased, any unregistered writ or order is inoperative as against him; but in some cases, though it may be legally inoperative against him, he may still be put to trouble and expense if the land is in the possession of an execution creditor to whom it has been delivered under an *elegit*, or of a purchaser under a *fi. fa.*, in which cases he may be driven to bring an action to recover possession; or if a court has appointed a receiver or sequestrators, in which cases he must obtain from that court an order directing the receiver or sequestrators to give up possession to him." It would, we think, be difficult to sum up more tersely and accurately the effect of the Act on this subject.

The notes to the different sections of the Act deal, we think, with all the questions likely to arise, and discuss them fully, but in some cases rather in the way of laying the reasons on both sides before the reader than of pronouncing a positive opinion, except as to the practical course to be taken. Thus, on the very important point which arises where a purchaser has notice of a judgment on which delivery in execution has taken place by virtue of a writ or order not registered under the Act, they sum up the matter as follows:—"It may be argued, and probably with success, that as the delivery in execution

is void as against the purchaser, it cannot produce the effect of causing the lien on the land to arise. But on the other hand it may be said that as the lien on the unpaid purchase-money arises by virtue of notice of the judgment, not of the execution, a purchaser with notice of a judgment, whether there has or has not been delivery in execution, will be bound as to unpaid purchase-money, even if the writ is not registered under the Act. Having regard to these difficulties, it will be proper, until a decision has been made, for a purchaser with notice of a judgment to decline to complete without the concurrence of the judgment creditor."

Throughout the notes there is evidence not only of special knowledge of the subject, but of careful attention to practical matters. Thus with regard to rule 6 of the rules under the Act, relating to official searches, the practitioner is warned that about quarter days there is likely to be some delay in issuing these certificates, and it may be desirable, before making a requisition for an official search, to inquire whether delay is likely to occur, and, if so, to make a personal search. In the addenda the author's book "On Searches," to which the present work is an appendix, is brought down to date. The whole book appears to us to be indispensable to a correct understanding of the recent Act.

## CORRESPONDENCE.

### THE LAND TRANSFER RULES.

[To the Editor of the Solicitors' Journal.]

Sir,—In the *Estates Gazette* (an organ, as I understand, of land agents and auctioneers) of the 26th inst. I read the following, the italics being mine:—

"The future profits of the men of the law are considerably reduced by the regulations promulgated by Lord Halsbury, which, on the other hand, provide a procedure . . . easily to be understood by an unprofessional man of ordinary intelligence without any help but that of a qualified land agent or auctioneer."

It may, or may not, be that public policy requires that a new system of land transfer shall be accompanied by the confiscation of the privileges heretofore secured to the legal profession. But is not Lord Halsbury to be reminded that confiscation must be accompanied by compensation? On the faith of statutory security for those privileges I have spent large sums (payable in great measure to the State) and many years of my life in qualifying myself for and in acquiring a conveyancing practice. (In passing, I may mention, too, that I have also acquired family cares and responsibilities on the same security.) Naturally, I ask, "Is the State going to compensate me for taking away what, for valuable consideration, it engaged I should have?"

Will the Incorporated Law Society inquire of Lord Halsbury how he proposes to compensate for these vested interests?

I have been a Conservative all my life, but (with humility I say it) I am not a licensed victualler. Were I one, I should not fear that confiscation would befall me without compensation, but, alas, my masters! I am only

A SOLICITOR.

Jan. 29.

### REDUCTION OF CAPITAL OF COMPANIES.

[To the Editor of the Solicitors' Journal.]

Sir,—I notice that, on the hearing of the petition *Re The Quebrada Railway Co.* (ante, p. 126), for confirmation of a special resolution for reduction of capital, Mr. Justice North is reported to have said that, where the shareholders had no preference as regarded capital, all the shares ought to be reduced *pari passu* or rateably. In *Re The Direct Spanish Telegraph Co.* (35 W. R. 209), which was also a petition to sanction reduction of capital, counsel for the petition stated "it has already been decided that the preference shares are subject to reduction."

I am unable to find in the text-books or reports an authority to the effect that preference shares are, without express stipulations in the articles, subject to reduction rateably with the ordinary capital, and shall be obliged if any of your readers will refer me to such authority.

G. F. H.

Jan. 30.

[See observations under head of "Current Topics."—ED. S. J.]

### REGISTRATION OF DEATHS.

[To the Editor of the Solicitors' Journal.]

Sir,—I shall be glad if any of your readers can refer me to any decided case which solves the following question.

Can a medical practitioner refuse to give a certificate of death until his fee for giving that certificate is paid?

The Births and Deaths Registration Act of 1874 (37 & 38 Vict. c.

88) enacts in section 20: "In case of the death of any person who has been attended during his last illness by a registered medical practitioner, that practitioner shall sign and give, to some person required by this Act to give information concerning the death, a certificate stating to the best of his knowledge and belief the cause of death," &c., &c. Section 39 of the same Act enacts that "every person who refuses or fails without reasonable excuse to give any certificate in accordance with the provisions of the said Acts (Registration Acts, 1836 to 1874) shall be liable to a penalty not exceeding forty shillings for each offence."

Assuming that he is qualified in all respects, and that it is his duty to give the certificate, can he charge a fee, and is the non-payment of that fee a "reasonable excuse" for not performing the duty?

N.

[See "Current Topics."—ED. S. J.]

## NEW ORDERS, &c.

### LAND TRANSFER ACT, 1875.

#### OFFICE OF LAND REGISTRY.

##### GENERAL ORDER.

With the sanction of the Right Honourable Hardinge Stanley, Baron Halsbury, Lord High Chancellor of Great Britain, I, Robert Hallett Holt, barrister-at-law, Vice-Registrar of the office of Land Registry, by virtue and in pursuance of the 25th and 26th Victoria, chap. 53, and all other powers and authorities enabling in that behalf, do determine that the fees in the schedule hereto shall be paid under the said Act on and after the 1st day of February, 1889, in substitution for the fees now payable.

Dated this 16th day of January, 1889.

HALSBURY, C.  
ROBERT HALLETT HOLT.

##### Schedule of Fees.

For registration of every conveyance or transfer for value, and of every mortgage or charge—

Value of Land	Charge.*	Fee.
Not exceeding £50	.....	£ s. d. 0 6 6
Exceeding £50, and not exceeding £100	.....	0 12 0
" £100	" £200	0 19 0
" £200	" £300	1 5 0
" £300	" £400	1 11 6
" £400	" £500	1 17 6
" £500	" £600	2 5 0
" £600	" £700	2 12 6
" £700	" £800	3 0 0
" £800	" £900	3 7 6
" £900	" £1,000	3 15 0
" £1,000	" £2,000	6 5 0
" £2,000	" £3,000	8 15 0
" £3,000	" £4,000	10 0 0
" £4,000	" £5,000	11 5 0
" £5,000	" £6,000	12 10 0
" £6,000	" £7,000	13 15 0
" £7,000	" £8,000	15 0 0
" £8,000	" £9,000	16 5 0
" £9,000	" £10,000	17 10 0
Exceeding £10,000, at the rate of £17 10s. for the first £10,000, and for every additional £1,000, or part of £1,000 up to £100,000	.....	0 12 6
Over £100,000 as for £100,000.	.....	

For registration of every transmission, and of every conveyance or transfer, when the transaction is not for value ... (One-fourth the above fees, with a minimum fee of 5s., and a maximum fee of £10)

For every land certificate or certificate of incumbrance:—

	£ s. d.
Where the value of the land or charge does not exceed £1,000	0 10 0
Where the value of the land or charge exceeds £1,000, but does not exceed £5,000	1 0 0
Where the value of the land or charge exceeds £5,000, but does not exceed £10,000	2 0 0
Where the value of the land or charge exceeds £10,000, but does not exceed £20,000	3 0 0
Where the value of the land or charge exceeds £20,000, but does not exceed £40,000	4 0 0

\* Where the amount of the charge is also secured on unregistered property, such abatement of the fee shall be made as the Registrar shall think reasonable.



Where the value of the land or charge exceeds £40,000 ...	5 0 0
For every special certificate, and for altering or adding to a certificate, or certifying that no alteration need be made...	Half the above charges.
For every statement for the court signed by the Registrar	
For each separate record on separate registration under section 28 of land already entered on the register	
For every notice under section 77 entered on the register	
For every caveat or restriction on transferring or charging any land or charge	1 0 0
Provided that in respect of any such caveat or restriction entered to protect any estate or interest capable of registration, the same fee shall be payable as on a registration of such estate or interest; and if such estate or interest should be afterwards registered, no further <i>ad valorem</i> fee shall be payable in respect of such registration.	
For every abstract left in the office	
For examination of abstract with deeds when made by officers of the registry, per hour	
For registration of any lease or agreement for a lease, or reconveyance or release of mortgage	0 10 0
For removal of any registered instrument from the register, or the erasure or cancellation of any official note under section 87	
For execution of every instrument prepared (under section 64) at the office	0 7 0
*For removal of any restriction on transferring or charging land or a charge	
For every summons to attend the Registrar	
For inspection of the register, or of any document kept in the office	0 5 0
For every extract from, or copy of any entry in the register, or document kept in the office	
For registration of any memorial, or other document, matter, or thing, for which no other fee is payable	
For examining prints of deeds where the same are not in statutory form, per side	0 0 9
*For filing an affidavit or declaration	0 2 6
For administering an oath or declaration	0 1 6
For every exhibit therewith	0 1 0
For every notice under the seal of the office	0 1 0
For removal of land from the register (under section 34)...	Double the fee payable for registration of a conveyance for value.
For registering a memorial of an absolute order under the Improvement of Land Act, 1864	0 5 0
For every search in the register of such memorials, per name	0 1 0
N.B.—The above fees are in every instance exclusive of stationers and mapping charges.	

## CASES OF THE WEEK.\*

## Court of Appeal.

EDWARDS v. VESTRY OF ST. MARY, ISLINGTON.—No. 1, 28th January.

METROPOLIS MANAGEMENT AMENDMENT ACT, 1862 (25 & 26 VICT. C. 102), s. 106.—ACT "DONE OR INTENDED TO BE DONE" UNDER THE ACTS—NEGLIGENCE IN PROVIDING A DEFECTIVE WATER-CART—NOTICE OF ACTION.

Action for damages for personal injuries caused by the negligence of the defendants' servants. The plaintiff was a driver employed by Messrs. Irons & Co., who had contracted with the defendants to supply horses and drivers for their water-carts. While the plaintiff was driving one of the defendants' water-carts to get it filled with water, the axle broke, and the plaintiff was thrown off and injured. The negligence complained of was in supplying an improperly repaired and improperly inspected cart. No notice of action was given. The case was tried before Grantham, J., and a jury, and the jury found for the plaintiff, damages £100. Grantham, J., held that, under section 106 of the Metropolis Management Amendment Act, 1862, a month's notice of action was necessary, and gave judgment for the defendants.

THE COURT (LORD ESHER, M.R., and BOWEN and FRY, L.JJ.), after taking time to consider, affirmed this judgment. LORD ESHER, M.R., said that after the verdict of the jury it must be taken that there had been a negligent supply by the defendants of a water-cart to the plaintiff. By section 106 of the Metropolis Management Amendment Act, 1862, the defendants would be entitled to one calendar month's notice of action where the act complained of was "done or intended to be done under the powers of such board or vestry under the said Acts or this Act." The cause of action here was the supply of a defective water-cart, which caused the injury. The injury was the direct consequence of the defend-

\* Remitted, if required on the occasion of a registration for which an *ad valorem* fee is payable.

\* These cases are specially reported for the SOLICITORS' JOURNAL by barristers appointed in the different courts.

ants supplying a defective cart. The supply of the cart was an act done or intended to be done under the powers conferred upon the vestry by the Act. They had no power to water streets except under the Metropolis Management Act, 1855. They intended to act under those powers when they supplied the cart. The defendants were, therefore, entitled to notice of action. BOWEN, L.J., said that the cause of action was the supply of this dangerous and negligently inspected cart to the plaintiff for use, followed by actual damage to him. The vestry had conferred upon them by the Metropolis Management Act, 1855, among other duties, the duty of watering the streets. But for that duty they would have taken no action at all. Every act done by them in this respect was intended to be done under the Act, was intended to be paid for out of the rates, and was justified only under the Act. Therefore, the supply of the cart was an act done or intended to be done under the Act. *Whitman v. Pearson* (16 W. R. 649, L. R. 3 C. P. 422) was distinguishable, as the act complained of was not done or intended to be done in the performance of any duty imposed by the Act. FRY, L.J., concurred.—COUNSEL, *Ellis Davis* and *T. M. Stevens*; *J. V. Austin*. SOLICITORS, *Hulbert & Crouse*; *W. Lewis*.

## HART v. STANDARD MARINE INSURANCE CO.—No. 1, 28th January.

MARINE INSURANCE—POLICY ON SHIP—WARRANTY—"NO IRON CARGO EXCEEDING NET REGISTER TONNAGE"—STEEL.

Action on a policy of marine insurance for a total loss. The policy was for £1,000 on the steamship *Celtic Monarch*, her hull and materials, machinery and boilers, from the 20th of February, 1886, to the 20th of February, 1887, and contained the following warranty:—"Warranted no iron or ore or phosphate cargoes exceeding the net register tonnage across the Atlantic." During the currency of the policy the *Celtic Monarch* sailed from Cardiff for New York with 2,000 tons of steel blooms, an amount exceeding her net register tonnage, and was lost in the Atlantic. The defendants contended that they were not liable as the warranty had been broken, the term "iron" therein including steel. Mathew, J., at the trial without a jury, gave judgment for the defendants. The plaintiff appealed.

THE COURT (LORD ESHER, M.R., and BOWEN and FRY, L.JJ.) affirmed the judgment. LORD ESHER, M.R., said that the language of the warranty must be construed, not as it would be understood by chemists or other scientific men, but "according to the commercial import of the words" (*Arnold on Marine Insurance*, p. 605), or, "as in other cases, by common usage and acceptance" (*Phillips on Insurance*, s. 766). Mathew, J., had to construe this warranty according to its ordinary acceptance among persons engaged in insurance business. Where a word was capable of two meanings, the purpose of the warranty might be looked at: *Moody v. Surridge* (2 Esp. 633). Therefore to arrive at the primary signification of the word "iron" in the warranty the judge had a right, if iron could be said to include steel, to consider the purpose of the warranty. The judge was of opinion that in insurance business iron was a term large enough to include steel, and he was not prepared to differ from him. The primary meaning of the word in the warranty would include steel. Evidence might have been given that the two words, in a warranty such as this, had acquired a distinct and separate meaning, so that one would not include the other. No such evidence was given. It was not sufficient to shew that in a description of the thing insured in the body of the policy or in business of a different kind the two words had distinct meanings. The warranty therefore was broken. BOWEN, L.J., concurred. This was not a case of a description of the subject-matter of insurance where accuracy would be used, but of a clause excluding a certain class of cargo having certain physical qualities which would be dangerous to the ship, where one would expect to find general words used. Iron, in its physical qualities, was large enough to include steel. In this warranty therefore the word "iron" included steel, and no evidence was given to shew that such a word in such a warranty had acquired a narrower meaning. FRY, L.J., concurred.—COUNSEL, *Bigham, Q.C.*, and *J. G. Barnes, Q.C.*; *Kennedy, Q.C.*, and *Joseph Walton*. SOLICITORS, *W. A. Crump*, for *Broomhead, Wightman, & Moore*, Sheffield; *Rowcliffe, Rawls, & Co.*, for *Stone, Fletcher, & Hull*, Liverpool.

## AXTED v. REID AND WIFE.—No. 1, 30th January.

HUSBAND AND WIFE—MARRIED WOMAN—JUDGMENT DEBT—DEBT INCURRED BEFORE MARRIAGE—SEPARATE ESTATE—RESTRAINT ON ANTICIPATION—MARRIED WOMEN'S PROPERTY ACT, 1870 (33 & 34 VICT. C. 93), s. 12.

In 1881 judgment was signed by default against the defendants, husband and wife, personally for £48 and costs in respect of a debt incurred by the wife before marriage. The wife, alleging that she had only lately heard of the judgment, applied for an order to vary it by limiting it to separate property not subject to any restraint upon anticipation. The wife was, at the time of her marriage, entitled, under a will, to certain property settled upon her for her separate use without power of anticipation. By section 12 of the Married Women's Property Act, 1881, "the wife shall be liable to sue for, and any property belonging to her for her separate use shall be liable to satisfy, such debts [the debts of the wife contracted before marriage] as if she had continued unmarried." The Divisional Court (LORD COLERIDGE, C.J., and HAWKINS, J.) affirming the judge in chambers, dismissed the application. The defendant, the wife, appealed.

THE COURT (LORD ESHER, M.R., and BOWEN and FRY, L.JJ.) said that the question was, what was the meaning of section 12 of the Married Women's Property Act, 1870. The words were perfectly general, and included all separate property, whether subject to restraint upon anticipation or not. The authorities on the subject were to that effect. In

*Sanger v. Sanger* (19 W. R. 792, L. R. 11 Eq. 470), *London and Provincial Bank v. Bogle* (26 W. R. 573, 7 Ch. D. 773), and *Re Hedgely* (35 W. R. 472, 34 Ch. D. 379) the courts had so held. They would follow those cases. Therefore the restriction would not be inserted. As said in *Doune v. Fletcher* (36 W. R. 694, 21 Q. B. D. 11), the form of order would be adapted from that in *Scott v. Morley* (36 W. R. 67, 20 Q. B. D. 120), and it would be as follows:—It is adjudged that the plaintiff do recover the sum of £— and costs to be taxed against the defendant (the married woman), such sum and costs to be payable out of her separate property, whether subject to any restriction against anticipation or not, and not otherwise.—COUNSEL, *Coxens-Hardy, Q.C.*, and *Searlett; Ashton*. SOLICITORS, *Mear & Fowler; Rowell, Rawle, & Co.*

#### Re AN ALLEGED LUNATIC—No. 2, 28th January.

ALLEGED LUNATIC—INQUIRY—FINDING OF SANITY—PAYMENT OF COSTS OF INQUIRY OUT OF LUNATIC'S ESTATE—LUNACY REGULATION ACT, 1862, s. 11.

This was a petition by the sons of an alleged lunatic for payment out of his estate of the costs of an inquiry, which had resulted in the verdict, by twelve out of twenty-three jurymen, that the alleged lunatic was not of unsound mind or incapable of managing his affairs. The alleged lunatic was admittedly a person of strange views on spiritualism and other matters. About the end of September, 1888, the sons obtained medical certificates that their father, who had been placed in restraint at the house of one of them, who was a doctor, was of unsound mind, and unfit and unable to govern himself and manage his own affairs. The inquiry took place in December before one of the Commissioners in Lunacy, and, after a hearing of three days, resulted in a verdict, by twelve out of twenty-three jurymen, that the father was of sound mind and capable of managing his affairs, the remaining eleven jurymen being of a contrary opinion. The present application was made under section 11 of the Lunacy Regulation Act, 1862, which enables the Lord Chancellor to order such costs to be paid "either by the party or parties who shall have presented such petition, or by the party or parties opposing such petition, or out of the estate of the alleged lunatic, or partly in one way or partly in another as the Lord Chancellor, intrusted as aforesaid, shall in each case think proper."

THE COURT (COTTON, LINDLEY, and LOPES, L.J.J.) refused the application. COTTON, L.J., said that the rule to be applied to such a case was well stated by Turner, L.J., in *Re F.* (2 D. J. & S. 90):—"The court ought not, in my opinion, to be astute in discovering grounds for depriving persons who commence proceedings in lunacy of their costs, if they had fair reason for believing that the persons whose sanity is to be inquired into were in such a state as to require the intervention of the court to protect their persons and property." It had been contended that the petitioners had fair and reasonable grounds for instituting the proceedings, and obtaining an inquiry as to the mental condition of their father. The question was whether there was any evidence sufficient to satisfy the court that the sons had fair reason for believing that their father was in such a state as to require the intervention of the court for the protection of his person and property. No question now arose as to his sanity or insanity. Unquestionably he entertained most extraordinary views on some subjects, but it had been found by the verdict of a jury that he was not of unsound mind or incapable of managing his affairs. Having regard to the evidence his lordship thought that the sons had not "fair reason" for believing that their father was of unsound mind, and the proper course would be to make no order upon their petition. LINDLEY, L.J., said that the question was, whether the sons had sufficient ground for believing that their father was of unsound mind and incapable of managing himself and his affairs. The case was very near the line, but at the same time there was nothing to shew that he could not take care of himself and his affairs. In his opinion, the sons had no real reason for supposing that he ought to be put in restraint and consigned to an asylum as a lunatic. LOPES, L.J., was satisfied that the petition was *bona fide*, but there was not evidence that the sons had sufficient grounds for believing that their father was incapable of managing himself and his property.—COUNSEL, *Candy, Q.C.*, and *Street; Finlay, Q.C.*, and *Upjohn*. SOLICITORS, *Spencer Whitehead; Pridham, Paper, & Co.*

#### Re W. B. LITTLE, HARRISON v. HARRISON—No. 2, 30th January.

MARRIED WOMAN—SEPARATE USE—RESTRAINT ON ANTICIPATION—POWER OF COURT TO BIND HER INTEREST—DISCRETION—RELEASE OF POWER OF APPOINTMENT FOR BENEFIT OF DONEE—CONVEYANCING ACT, 1881 (44 & 45 VICT. c. 41), s. 39.

This was an appeal by a married woman against the refusal of Kay, J. (*ante*, p. 201), to remove a restraint on anticipation imposed by the will of her father on a life interest given to her by the will. Section 39 of the Conveyancing Act, 1881, provides that, "notwithstanding that a married woman is restrained from anticipation, the court may, if it thinks fit, where it appears to the court to be for her benefit, by judgment or order, with her consent, bind her interest in any property." By the will certain property was given to the appellant for her life, for her separate use, without power of anticipation, with remainder as she should appoint among her children or other issue, and, in default of appointment, to her children who should attain twenty-one, in equal shares. In the year 1887 the Court of Appeal (31 SOLICITORS' JOURNAL, 691, 36 Ch. D. 701) removed the restraint on anticipation to enable her to raise a sum of £300 by a mortgage of her life interest and of a policy of insurance upon her life, giving her liberty to charge her life interest with the £300 and interest, and the premiums on the policy. The interest and the premium amounted to nearly £30 a year. She was now fifty-one years of age, and

had five children, the eldest of whom, a son, had attained twenty-one. She had recently executed a deed releasing her power of appointment. Part of the trust fund was a sum of £2,708 Consols, and the son was willing to surrender to his mother his vested reversionary interest in this sum. The value of this one-fifth was about £522, and, if the restraint on anticipation were removed, the appellant could, with the consent of her son, obtain that amount by a sale of the one-fifth, and this would enable her to pay off the mortgage. By so doing she would save the payment of the interest and premium, amounting to about £30 a year, while she would lose the dividends on the one-fifth, amounting to about £15 a year. She would thus gain about £15 a year, and would also have a sum of about £200 for other purposes. Kay, J., considered that, the release of the power having been executed with the object of enabling the donee to obtain a part of the fund, the transaction came within the doctrine relating to appointments "in fraud" of a power, and that the court ought not in any way to assist the transaction.

THE COURT (COTTON, LINDLEY, and LOPES, L.J.J.) affirmed the decision. COTTON, L.J., said that he would not enter into the question whether the order asked for would be for the benefit of the lady, though he doubted whether it would. But section 39 gave the court a discretion, even if it should think the removal of the restraint would be for the benefit of the married woman. The section was a very great interference with the power of settlors, and very strong circumstances were necessary to justify the court in altering that which a settlor had thought best. Assuming that the release which had been executed in the present case was effectual, it had, in his lordship's opinion, been executed for the purpose of enabling the tenant for life—the donee of the power—to obtain a part of the fund. It would not be right for the court to assist in doing this, which was contrary to the intention of the settlor. If the power of appointment had been exercised in favour of the son, but really for the benefit of the donee, the exercise would be undoubtedly bad, and the release was executed for the same purpose. The court would be wrong in assisting, by an exercise of its discretion under section 39, the plan to carry out which the release had been executed. LINDLEY and LOPES, L.J.J., concurred.—COUNSEL, *Coxens-Hardy, Q.C.*, and *J. G. Butcher*. SOLICITORS, *Mear & Fowler*.

#### High Court—Chancery Division.

FINCK v. THE LONDON AND SOUTH-WESTERN RAILWAY CO.—Kay, J., 24th January.

RAILWAY—WIDENING—DEVIATION—RAILWAYS CLAUSES CONSOLIDATION ACT, 1845, s. 15.

The plaintiff alleged that the defendants, in widening their line, had taken lands of his which they were not authorized to take, and the question on this part of the case turned upon the application of the 15th section of the Railways Clauses Consolidation Act, 1845. The company had proceeded under a special Act of Parliament which incorporated that Act, and they insisted that they were entitled, under section 15, to place the middle line of their additional railway on the extreme limit of deviation marked in the deposited plan, provided that the lands taken for that purpose were mentioned in the books of reference.

KAY, J., said that there were decisions to the effect that in estimating deviations the distance might be measured from the middle of the line as originally laid down to the middle of the proposed deviation; but those decisions applied to new lines only, not to widening existing lines. The limit of deviation, marked by a dotted line on the plan in this case, shewed the utmost extent to which the company could divert the widening, and it was not the case that the dotted line might be taken as the *medium filum*. Therefore the company had acted in excess of their powers; but, as no special damage had been proved, the complaint ought to have been made by the Attorney-General.—COUNSEL, *Marten, Q.C.*, and *D. L. Alexander; Ince, Q.C.*, and *Taughan Hawkins*. SOLICITORS, *Withall & Co.; Bircham & Co.*

#### Re BROWNE'S HOSPITAL, STAMFORD—Chitty, J., 26th January.

JURISDICTION—CHARITY—SURPLUS INCOME—SCHEME ADDING OBJECTS.

The above hospital was a religious and eleemosynary foundation, originally founded in the reign of Richard III., and after diverse confirmations remodelled by a scheme in 1854 (*Attorney-General v. Browne's Hospital*, 17 Sim. 137). The founder had instituted officers, consisting of a warden and a confrater, or sub-warden, who were to be in holy orders, with given duties and salaries. In 1873 a scheme was sanctioned whereby £1,500 per annum of the surplus hospital income was devoted to the endowment of schools at Stamford. Through depreciation of the hospital property no more than £900 of the £1,500 was now forthcoming for the schools. A scheme was presented by the Attorney-General, one of the terms of which was that the stipend of any future confrater should be reduced. The hospital governors submitted that, for the purpose of aiding the schools, the court had no more jurisdiction to deprive the confrater of his rights under the founder's provision than it had to suppress his office altogether or to reduce the number of almspeople in the hospital for a similar purpose. *Attorney-General v. Worcester* (9 Hare, 361) was relied on.

CHITTY, J., held that, although the confrater was an integral portion of the original constitution of the hospital, yet the effect of the scheme of 1873 was to place the schools amongst the objects of the charity; and therefore that, although the court was not competent to sweep away the confrater, and to thus get rid of his stipend, yet it was within its jurisdiction to remodel the scheme by diminishing his stipend.—COUNSEL, *Sir*



Horace Davey, Q.C., and Ferwell; Romer, Q.C., and Eastwick; Swinfen Eady; Tate-Lee. SOLICITORS, Clabon, Peacock, & Goddard, for Thompson, Phillips, & Evans, Stamford; Hildyard, for Valentine Stapleton, Stamford.

Re BAILY (Deceased)—Chitty, J., 28th January.

PRACTICE—ADMINISTRATION—JUDGMENT CREDITOR—EQUITABLE EXECUTION.

This was an action for the administration of the estate of a deceased testator. The deceased was the sole owner of *Baily's Magazine of Sports and Pastimes*, which was published under the name of A. H. Baily & Co., and by his will empowered his executors to carry on the magazine after his death. An order was made appointing A. H. Baily, who was an executor, and also a beneficiary, receiver and manager, and afterwards another order was made appointing A. H. Baily and another joint receivers and managers. An action was brought in the Queen's Bench Division against A. H. Baily & Co. for an alleged libel in the magazine during the joint management. An application was made by the managers for leave of the Chancery Division to compromise, but was refused. The plaintiff in the libel action alleged that the action was, however, compromised with the consent of A. H. Baily, and judgment signed for the payment of £200 by Baily & Co. The plaintiff moved for equitable execution against the testator's estate, and alleged that A. H. Baily declined to pay the £200 on the ground that he by doing so might make himself personally responsible.

CHITTY, J., said that, if there was cause of action, the action should have been brought against the executors or managers personally. In that case if they had incurred any responsibility during the due course of executing their duty they would, as trustees, have been entitled to indemnity to the extent of the assets (*Benett v. Wyndham*, 4 De G. F. & J. 259). The estate, however, was not represented in the action, and therefore the amount recovered could not be allowed in the executorship accounts. On the other hand, A. H. Baily declined to take the chance of being allowed the £200 when he passed his receivership accounts. The motion must therefore be refused. Whether the applicant was entitled to equitable execution against the beneficial interest of A. H. Baily remained for argument.—COUNSEL, *Eldon Banks*; *Vaughan Williams*, Q.C., and *Hansell*; *Maclean*, Q.C., and *E. Ford*. SOLICITORS, *Ingram, Harrison, & Ingram*; *Frederick Romer*; *T. H. T. Rogers*.

CATE v. THE DEVON AND EXETER CONSTITUTIONAL NEWSPAPER CO.—North, J., 28th January.

COPYRIGHT—INFRINGEMENT—INJUNCTION—REGISTRATION—DATE OF FIRST PUBLICATION—NEWSPAPER—COPY FROM COPY CONFIDENTIALLY SUPPLIED—5 & 6 VICT. C. 45, s. 19—NEWSPAPER LABEL AND REGISTRATION ACT, 1881 (44 & 45 VICT. C. 60), ss. 8, 9, 10.

This was an action to restrain alleged infringement of the copyright of the plaintiffs. There were three plaintiffs. Cate, the first plaintiff, was the proprietor of a weekly trade publication called the *Commercial Compendium*, which was chiefly composed of lists of registered bills of sales, county court judgments, deeds of arrangements, and other matters useful for the protection of traders, arranged in order of counties. The second plaintiffs, the Trade Auxiliary Co., were the proprietors of a similar weekly publication, called *Stubbs' Weekly Gazette*. The third plaintiff was Perry, the proprietor of *Perry's Weekly Gazette*, a similar publication. All the three publications were registered under the Copyright Act, 1842, as serial publications. They were issued only to subscribers, and the names of the respective proprietors were not registered under the Newspaper Label and Registration Act, 1881. The three plaintiffs jointly employed the same persons to search registers for the information they required, and they printed, among other things, identical lists of deeds of arrangements. The defendants had published in their newspaper the same lists of deeds of arrangements for the county of Devon as the plaintiffs had done, and in the very same words. The plaintiffs brought this action to restrain the defendants from copying their lists. The plaintiffs moved for an interim injunction, and it was agreed to treat the motion as the trial. The defendants alleged that they had not copied from any of the plaintiffs' publications, but had copied from a printed circular supplied to them confidentially, and not for publication, by a society called the London Association for Protection of Trade, to which society they subscribed. In fact, the plaintiff Cate supplied that society with a number of copies of his own publication, identical with the copies issued to his own individual subscribers, with this difference only—that the heading was altered, and, instead of the title of the *Commercial Compendium*, the name of the London association was printed, with some additional words indicating that the publication was private and confidential. Various objections were taken by the defendants, which were dealt with *seriatim* in the judgment of the court.

NORTH, J., held that the plaintiffs were entitled to an injunction. He said that the first objection taken by the defendants was that there could be no copyright in a newspaper. In *Cox v. The Land and Water Journal Co.* (L. R. 9 Eq. 392) Malins, V.C., seemed to have held that a newspaper was not within the Copyright Act. But in *Walter v. Hovey* (17 Ch. D. 708) Jessel, M.R., held that a newspaper was within the Act and required registration. This decision had ever since been accepted as correct. The next objection was that on the register of the *Commercial Compendium* the date of first publication appeared to be the 18th of June, 1858, whereas on the publication itself it was stated that it was "established in 1855." The *onus*, however, was on the defendants to establish that the date of first publication was wrong in the register. It could not be assumed without proof that "first publication" was the same thing as "establishment," and there was nothing to shew either that the two statements were inconsistent, or that, if they were inconsistent, the date on the register

was wrong. Another point was that the plaintiffs' papers had not been registered under the Newspaper Label and Registration Act, 1881. Section 8 of that Act provided for the establishment of a register of proprietors of newspapers. Section 9 provided that it should be the duty of "the printers and publishers for the time being of every newspaper" to make an annual return on or before July 31 to the registry office of "(a) the title of a newspaper; (b) the names of all the proprietors of such newspaper, together with their respective occupations, places of business (if any), and places of residence." Then section 10 provided that if, within the further period of one month, such return be not made, each printer and publisher should be liable, on conviction, to a penalty not exceeding £25, and also to be directed by a summary order to make a return within a specified time. It was admitted that the names of the proprietors had not been registered, but there was nothing to support the legal proposition that the proprietors were therefore not entitled to sue. There was no section in the Act which provided that till registration they could not sue. One would expect to find an express provision to that effect, if the Legislature intended the Act to have such a result. In the Copyright Act, where it was intended, there was an express provision. The Act of 1881 said what were to be the consequences of non-registration. During the month mentioned in section 10 not even a penalty could be recovered from the person whose duty it was to register, and it would be a very strong thing for the court to introduce, without any statutory authority, a provision that the proprietor should be deprived of his right to sue. It was on the printers and publishers that the duty to register was cast, and it would be impossible to say that the proprietors were to be deprived of their right to sue because others had failed in their duty. In this case the proprietors and publishers were said to be the same persons, but the Act dealt with them as different persons. He could not, for the purpose of depriving the proprietors of their right of suing, deal with them as if they were the same persons. Another point taken was, that the plaintiffs other than Cate had no right to sue, because the defendants had not copied from any of the plaintiffs' publications except the *Commercial Compendium*. In his lordship's opinion that was unimportant. If there was one good plaintiff that was enough. Subject to there being no increase of costs, it was unimportant that there were useless co-plaintiffs. But his lordship thought they were all proper plaintiffs, for what was copied was that in which they had all equally a copyright. The defendants had copied from the *Commercial Compendium* only, or the same thing with a different heading; but it did not matter where they had taken the matter from. They had taken that in which all the plaintiffs had copyright, and, if only one of them had sued, a difficulty would have arisen, which had been avoided by their all joining. Another point taken, which had more weight in it, was this. It was said that the defendants had copied from the list of the London Association for the Protection of Trade, a document which was not registered under the Copyright Act, and the object of registration was to let the public know what they could and what they could not legally use. But want of registration could be no justification for the defendants if they copied what they had no right to copy; it did not lie in their mouth to complain. In the next place, the argument was founded on a misapprehension of the Act. It was not intended that there should always be a complete registration at the time when the offence was committed in order that the person injured might have a right of action. The Act contained provisions which made that clear. The registration might be made after the offence for the purpose of suing, and publishers frequently did not register till the eve of taking proceedings. And it seemed quite impossible to say that the defendants had been misled into thinking they had a right to copy from a publication which contained this heading—"Commercial, Private, and Confidential List.—This list is circulated and must be received and regarded as one of a strictly private and confidential nature, not to be lent, used, or exhibited, or any portion of its contents known to any person, except the member to whom it is directed." His lordship considered that the plaintiffs had established their case, and an injunction must be granted.—COUNSEL, *Coomes-Hardy*, Q.C., and *M'Kenna*; *Napier Higgins*, Q.C., and *Stock*. SOLICITORS, *M'Kenna & Co.*; *Coode, Kingston, & Cotton*.

Re THE LONDON AND METROPOLITAN COUNTIES BENEFIT BUILDING AND INVESTMENT SOCIETY—North, J., 28th January.

BUILDING SOCIETY—WINDING UP—JURISDICTION—DISCRETION—PETITION BY MEMBER—WISHES OF MEMBERS—COMPANIES ACT, 1862, s. 199—10 GEO. 4, c. 56, s. 26.

This was a petition by an unadvanced member of the society for a compulsory winding-up order. The petition alleged that the society was commercially insolvent, and that it was just and equitable that it should be wound up. Number 26 of the society's rules provided that "no dissolution of the society shall take place, unless its affairs be deranged, or its principles prove inadequate to promote its objects, or its funds be insufficient to meet the claims upon them, or from any other such cause rendering the dissolution absolutely necessary, and then only in pursuance of the provisions of the Act 10 Geo. 4, c. 56, s. 26." That Act related to friendly societies, and section 26 provided that it should not be lawful to dissolve such a society "so long as the intents or purposes declared by such society, or any of them, remain to be carried into effect, without obtaining the votes of consent of five-sixths in value of the then existing members of such society, . . . and also the consent of all persons then receiving, or then entitled to receive, relief from such society." The society had not been registered under the Building Societies Act of 1874. The petitioner held eight shares of £100 each, in respect of which he had already paid £535. In addition to the balance of unpaid subscriptions, he was, under the rules, liable to contribute to losses. The directors had reported to a general meeting of the members that they had received numerous notices of withdrawal from members, which they were not in a

position to meet. A committee was then appointed to investigate the position of the society, and they made a report, which showed that the liabilities (including the return of the subscriptions of members) amounted to £11,630, and that the assets were deficient to the extent of £4,540. There was enough to pay the depositors and other outside creditors in full. At an adjourned meeting of the members this report was adopted, and ten days afterwards the petition was presented. Before it came on for hearing meetings of depositors and members had been held, at which an opinion was expressed that it would be contrary to the interest of the depositors, and disastrous to the members, that the society should be wound up. Several large depositors offered to forego a considerable part of the amounts due to them, and it was proposed to reconstruct the society by registering it under the Act of 1874, and reducing the amount of the shares by one-half.

NORTH, J., dismissed the petition. He said that the petitioner, without waiting to see whether anything would be done by the society under the rules, presented his petition. He held but a small proportion of the whole number of shares, and no one supported him. It was clear that the society was not insolvent as regarded creditors, though it might not be able to return to the members their subscriptions in full. The petitioner did not ask for a winding-up order for the purpose of paying the creditors. The jurisdiction to make the order was under section 199 of the Companies Act, 1862, and the question was whether it would be "just and equitable" within the meaning of that section to make the order. A single shareholder had no absolute right to a winding-up order; the court had a discretion. Rule 20 must be looked at. It was said that the three conditions mentioned in that rule existed, but it was not suggested that the petition was a proceeding in accordance with section 26 of the Act of Geo. 4. It was clearly not so. But it was said that the court had jurisdiction under the Act of 1862. That, however, would only be if it was "just and equitable" to make a winding-up order. The petitioner had taken no steps to ascertain the wishes of the shareholders by convening a meeting, and he had not asked the court to do so. Ought a winding-up order to be made, and the provisions of the rules set aside, on the application of a single shareholder? His lordship did not think that was the intention of the Act of 1862. Section 32 of the Building Societies Act, 1874, though this society was not within that Act, shewed the intention of the Legislature, that, when creditors were out of the way, the question whether there should be a winding up should depend on the wishes of the members. His lordship could find nothing in the Act of 1862 to get rid of the provisions of rule 20, and those provisions had not been complied with. He would not say that there might not be cases in which the court would interfere in spite of the wishes of the shareholders, but the present was not such a case. All the shareholders and depositors had been consulted, and those of them who had cared to express an opinion agreed that a winding up would be disastrous. Under such circumstances a single shareholder had no right, contrary to the wishes of the other shareholders, to force on the society the expensive proceeding of a winding up. On principle and on authority the making of a winding-up order was a matter of discretion.—COUNSEL, *Everitt, Q.C., and Hadley; Giffard, Q.C., and Jason Smith.* SOLICITORS, *Stocken & Jupp; Roscoe & Hincks.*

### High Court—Queen's Bench Division.

*Ex parte LUTHERS—23rd January.*

LICENCE FOR SALE OF INTOXICATING LIQUOR—SELLING BEER WITHOUT LICENCE—SECOND OFFENCE—SECTION 3 OF LICENSING ACT, 1872—RETURN TO WARRANT OF DISTRESS—WARRANT OF COMMITMENT—HABEAS CORPUS.

This was a motion to discharge a prisoner from custody under a writ of *habeas corpus*. The applicant had been convicted on March 20, 1887, of the offence of selling beer without a licence, under section 17 of the Licensing Act of 1834 (4 & 5 Will. 4, c. 85). That section enacted that "every person not being duly licensed to sell beer, cider, and perry as the keeper of a common inn, alehouse, or victualling-house, who shall sell any beer, cider, or perry by retail, to be drunk or consumed in or upon the house or premises where sold, without having an excise retail licence in force authorizing him so to do, shall forfeit twenty pounds." For that offence the applicant was fined £20. On November 21, 1888, the applicant was charged with selling beer without a licence under section 3 of the Licensing Act of 1872 (35 & 36 Vict. c. 94). That section is as follows:—"No person shall sell or expose for sale by retail any intoxicating liquor without being duly licensed to sell the same, or at any place where he is not authorized by his licence to sell the same. Any person selling or exposing for sale by retail any intoxicating liquor which he is not licensed to sell by retail, or selling or exposing for sale any intoxicating liquor at any place where he is not authorized by his licence to sell the same, shall be subject to the following penalties—that is to say: (1) For the first offence he shall be liable to a penalty not exceeding fifty pounds, or to imprisonment, with or without hard labour, for a term not exceeding one month; (2) for the second offence he shall be liable to a penalty not exceeding one hundred pounds, or to imprisonment, with or without hard labour, for a term not exceeding three months, and he may, by order of the court by which he is tried, be disqualified for any term not exceeding five years from holding any licence for the sale of intoxicating liquors." The magistrates convicted the applicant, and treating this offence as a second offence, imposed a fine of £100, or in default three months' imprisonment. The defendant was unable to pay the fine, and a distress warrant was thereupon issued; and, it being known to the officer whose duty it was to execute the warrant that the defendant had no goods on which to levy, a return was made immediately to the effect that the officer had searched diligently for goods of the defendant, and found none. This

return was merely formal, no search having in fact been made. A warrant of commitment was then made out, and the defendant, who had not left the court, was taken to prison. The defendant appealed to the quarter sessions, who affirmed the conviction. The grounds on which the defendant now applied to be discharged from custody were—first, that there could be no conviction for a second offence unless the first offence had been under the same statute; and, secondly, that no warrant of commitment ought to have been issued until there had been a true return to the warrant of distress.

THE COURT (LORD COLERIDGE, C.J., and HAWKINS, J.) granted the application. They were of opinion that the conviction was not a conviction for a second offence within the meaning of the Act of 1872, the first offence having been under another statute. The offences under the two statutes were different offences, though possibly they might be proved by the same evidence. The earlier statute required only the licence of the excise, the later statute required the certificate of justices. The later statute also imposed much heavier penalties. On this ground the conviction was bad. As to the formal return being made to the warrant of distress, when in fact there had been no search made, it was to be assumed that the magistrates did not know that the return was false. If they had known that it was false it might be held that they issued the warrant of commitment against the debtor, but notice of objection was served to this petition on behalf of the debtor on the ground that the petitioning creditor had approved the execution of the deed, and had therefore precluded himself from relying upon it as an act of bankruptcy. The hearing of the objection occupied two days, and was then further adjourned; but on August 10 a petition was presented against the debtor by a creditor who had not assented to the deed, upon which a receiving order was made. The county court registrar subsequently made an order dismissing the first petition with costs, and from that order the creditor now appealed on the ground that, although the registrar might be right in dismissing the petition, he ought not to have done so with costs.

THE COURT (CAVE and CHARLES, JJ.) allowed the appeal, and discharged the order so far as it dealt with the question of costs. CAVE, J., said that no appeal would lie in the case without leave, and, the registrar having given leave, the court was placed in the same position as he originally was, and had to form its own opinion. It would certainly have been safer and better if the creditor who presented the first petition had, under the circumstances, left some other creditor to do so; but there was no reason to say that he was so wrong in presenting the petition that he ought to pay the costs of the other side. The objection that he was a party to the deed was taken so vigorously that two long sittings were occupied without getting through the case, and unnecessary costs incurred. The debtor had committed an act of bankruptcy which any creditor who had not assented to the deed could make him bankrupt upon, and to go on fighting the petition presented was waste of money; and under the circumstances, another petition being presented, whether by the help of the first creditor or not was immaterial, the natural course would be not to go on with the inquiry. The registrar was right in refusing to allow the costs to come out of the estate, as the creditor ought to have considered that the objection of his having assented to the deed might be taken; but the registrar was wrong in making him pay the bankrupt's costs, as an act of bankruptcy had been committed, and there was nothing which could prevent his being made a bankrupt. The proper order would be that the petition be dismissed, without costs, and no costs of the appeal be allowed.

CHARLES, J., concurred.—COUNSEL, *E. C. Willis, Q.C., and Herbert Reed; Wildy Wright and McCullagh.* SOLICITORS, *Lee, Ockerby, & Everington, for J. & A. Bright, Nottingham; H. Rumney.*

*Ex parte HUGGINS, Re HUGGINS—Q. B. Div., 29th January.*

BANKRUPTCY—DISCHARGE—SUSPENSION—CONDITIONAL ORDER—CONSTRUCTION OF STATUTE—PRACTICE—BANKRUPTCY ACT, 1883, s. 28, SUB-SECTIONS (2), (6).

In this case an important question was raised with regard to the discharge of a bankrupt under the Bankruptcy Act, 1883. On application by the bankrupt for his discharge, the official receiver reported that he had committed three of the offences specified in section 28, sub-section (3), of the Act by trading after knowing himself to be insolvent, by not keeping proper books, and by contracting debts without reasonable ground of expectation of being able to pay them. The county court judge suspended the bankrupt's discharge for six months, and also imposed the condition referred to in section 28, sub-section (6), by which he required the bankrupt to consent to judgment being entered against him for the balance of the provable debts. The bankrupt now appealed from that order, on the ground that, under the section, the court had power either to



suspend the order of discharge or grant it subject to condition, but that it could not do both.

THE COURT (CAVE and CHARLES, JJ.) allowed the appeal. CAVE, J., said that, on the technical construction of the section, the only conclusion which could be arrived at was that the court could not make a conditional order and also suspend a conditional order. There was no reason why the Legislature should not have given the power if it had so wished; but, looking at the section as it stood, and taking into consideration that it was a quasi-penal enactment, the conclusion must be that the Legislature did not intend that the judge should have power to do both these things, and the natural grammatical construction was that he should grant an absolute order, or suspend the order, or grant an order subject to condition. The order made must be set aside, and the case would go to the county court judge, who must impose the proper penalty in his opinion under the circumstances. CHARLES, J., concurred.—COUNSEL, *Sidney Woolf* and *Brorholm*; *Muir Mackenzie*, SOLICITORS, *Aird & Hood*; *The Solicitor to the Board of Trade*.

### Solicitors' Cases.

*Re READE, SALTHOUSE v. READE*—Chitty, J., 30th January.

COSTS—SOLICITORS' REMUNERATION ACT, 1881 (44 & 45 VICT. c. 44)—GENERAL ORDER, SCHEDULE 1, PART 1, RULES 1 & 2—RULE 11—SCHEDULE 2—SCALE FEES—PARTICULARS OF SALE—COMMISSION FOR NEGOTIATION—DEDUCTING TITLE.

This was a summons to review taxation. The question was, whether the introductory words of schedule 1 of the General Order under the Solicitors' Remuneration Act, 1881, "Instructions for drawing and perusing deeds, wills, and other documents," included particulars of sale.

CHITTY, J., said that it had already been held that "documents" under these rules was not to be taken in the largest sense of the word, but to be taken in connection with the context: *Parker v. Blenkhorn and Newbould v. Bailcard* (ante, p. 94). For his part, reading these introductory words with the context, he should hold that documents did include particulars of sale, and that in ordinary cases 2s. a folio was chargeable for drawing such particulars. He thought that the taxing master in such a case had a discretion, and that the words "in extraordinary cases the taxing master may increase or diminish the above charge" was not confined to "attendances," but included the drawing of documents and other items mentioned in Schedule 2.

A second question was whether commission was chargeable under rule 2 of Schedule 1, Part 1, in respect of a subsequent private sale of a lot which was unsuccessfully put up for sale at public auction, but which the solicitor claimed to have "negotiated."

CHITTY, J., said that the question was one of fact whether there was an actual negotiation and arrangement of terms of sale within rule 2. The facts appeared to be that, ten months after the attempted sale by auction, an intended purchaser walked into the solicitor's office, and all that the solicitor had to do was to submit to his client the purchaser's offer. The vendors were trustees, who could not sell without leave of the court and according to the terms and conditions which had already been settled for the auction. The taxing master had rightly refused to allow the commission under rule 2, for the solicitor had done no new business or arranged the price and conditions. If there, in fact, had been any negotiation, whether to a large or to a small extent, he could not have disallowed the commission.

A third question then arose whether the scale fee for deducting title included remuneration for the preparation of special conditions of sale in respect of a lot which was not sold. The taxing master was of opinion that it did not, and had allowed extra remuneration for work done in respect of this special condition on the old system. This allowance was objected to.

CHITTY, J., said that the question was whether the solicitor had been already remunerated for the work done in respect of the unsold lot. If the lot had been sold, he would have got his percentage in respect of the price of the lot. As the lot was not sold he was not entitled to such percentage. The work to which the scale fees applied was deducting title to the lots which were sold. The solicitor had done special work which was not within the scale fee and was entitled to be remunerated for it under the old system.—COUNSEL, *Romer*, Q.C., and *Shebbeare*; *Bardwell*, SOLICITORS, *Walker & Field*.

*Re KITE*—C. A. No. 2, 31st January.

COSTS—TAXATION—COSTS OF PLAINTIFF TAXED IN FORECLOSURE ACTION—NON-PAYMENT BY DEFENDANT—RIGHT OF PLAINTIFF TO TAXATION AS BETWEEN SOLICITOR AND CLIENT.

This was an appeal from the refusal of Chitty, J., to review a taxation of costs. The client was a mortgagee, and the solicitor had brought a foreclosure action on his behalf against the mortgagor in a county court. The mortgagor did not defend the action, and a foreclosure judgment was obtained. The plaintiff's solicitor carried in his bill of costs for taxation in the county court as against the defendant. The defendant did not attend the taxation, and the registrar of the county court allowed the bill. The defendant failed to pay the costs, and the solicitor demanded payment of the costs from his own client, the plaintiff. The plaintiff obtained a common order to tax the bill as between solicitor and client, alleging that some of the charges were excessive. The taxing master disallowed the objections, on the ground that the items had been allowed on taxation by the registrar of the county court. He added: "The greater portion of the items objected to relate to proceedings in the Wandsworth County

Court. The costs were taxed by the registrar of that court, and the items objected to were allowed by him. I have adopted his taxation. I intimated to the solicitors of the objectant that the usual and proper course would be to apply for a review of the registrar's taxation to the county court judge." On the appeal it was urged that the client was not bound by a taxation which was really made *ex parte*, and that, if he were, the solicitor of a plaintiff in an undefended action could always compel his client to pay any amount which he chose to demand for costs.

THE COURT (COTTON, LINDLEY, and LOPES, L.JJ.) affirmed the decision. COTTON, L.J., thought that the client was not at liberty to object to the charges now. He had taken the benefit of the foreclosure judgment. As against the mortgaged property he had taken the benefit of the charges in question, which had been allowed as elements in arriving at that judgment. It was not a question of estoppel. But the client had taken the benefit of the charges, and he could not now repudiate them. LINDLEY and LOPES, L.JJ., concurred.—COUNSEL, *Levett*; *Haldane* and *J. F. P. Rawlinson*. SOLICITORS, *Griffiths & Brewster*; *H. F. Kite*.

### SOLICITOR ORDERED TO BE STRUCK OFF THE ROLL.

JAN. 30.—EDWARD JAMES WARD (5, Arundel-street, Strand, London).

## LAW SOCIETIES.

### INCORPORATED LAW SOCIETY.

The January meeting of the Incorporated Law Society took place on Thursday, at the Society's Hall, the chair being taken by Mr. B. G. Lake, the President.

#### ANNUAL SUBSCRIPTIONS.

THE VICE-PRESIDENT (Mr. Grinham Keen), in the absence of Sir H. W. Parker moved, on behalf of the council, a resolution giving the council power to vary the subscriptions of members to the society, dividing the members into classes so as to make distinctions in favour of (a) members admitted as solicitors less than three years; (b) members elected after a given date in any year, and (c) country solicitors, with an additional distinction in favour of such of the same class of members as are also members of the Provincial Law Society of the district in which they practise.

Mr. ELLETT (Cirencester), in the absence of Mr. Pennington, seconded the motion.

Mr. HOOPER (Biggleswade) moved, as an amendment, to omit the words "an additional distinction in favour," &c.

Mr. J. WHITE (London) seconded the amendment.

A discussion ensued, in which Mr. PHILLIMORE (London), Mr. J. WALTER (London), and Mr. F. R. PARKER (London) took part, and eventually the amendment was withdrawn.

The motion was then agreed to, three votes being given against it.

#### THE CASE OF MR. TURNER.

Mr. EDMUND KIMBER (London) moved a resolution to the effect that Mr. W. Turner, of Newcastle-under-Lyne, a member of the society, ought to be paid by the society his out-of-pocket expenses incurred in defending himself from the attack made on him in open court by Judge Jordan, and in the proceedings occasioned thereby.

Mr. SEALY (London) seconded the motion.

Mr. H. MARKBY (London), on behalf of the council, stated what had been done by the council on Mr. Turner's behalf. He thought the council had acted with considerable liberality, and there must be some limit.

The motion was negatived by a large majority.

#### OFFICES OF REGISTRAR, &c., IN CHANCERY.

Mr. E. KIMBER (London) moved, "That the recommendations of Lord Esher's Committee for amalgamating the offices of registrar, chief clerk, and taxing master in Chancery are salutary, but the office of registrar will never be satisfactorily performed, nor much of the delay and public disgust at the present system be avoided, so long as solicitors are prevented from drawing their own orders, subject to the approval of the court." He asserted that in most cases solicitors were better able to draw their own orders than were the officials, and if they were permitted to do so much delay and vexation would be obviated.

Mr. MOTE (London) seconded the motion.

Mr. H. MARKBY stated that at the present moment a joint committee of the Bar Committee and a committee of the council were sitting to consider various matters connected with the business in the Chancery Division, and probably the matter referred to would be considered by them. There were some orders of a highly technical character, in which it was important, he thought, to have the assistance of the registrar.

Mr. KIMBER expressed himself satisfied if the committee would consider the matter, and withdrew his motion.

#### COUNTY COURTS.

Mr. F. K. MUNTON (London) had given notice to move:—"That, looking to the volume of substantial work now thrown into the scattered London county courts, this meeting is of opinion that a central metropolitan issuing office is immediately called for."

THE PRESIDENT stated that Mr. Munton was prevented from being present, and had asked that his motion might stand over until the meeting in April.

#### SOLICITORS' CERTIFICATE DUTY.

Mr. C. FORD (London) had given notice of a motion to the effect that



while the interests of solicitors called for the abolition of the annual certificate duty, the interests of the society and the position of its finances render the abolition undesirable, involving as it would the loss to the society of nearly £4,000 a year.

THE PRESIDENT stated that Mr. Ford had asked that his motion might be postponed until the general meeting in April.

#### LAW CLUB.

THE PRESIDENT said that Mr. Ford had asked that the questions of which he had given notice might be answered, notwithstanding the fact that he would not be present, and he (the President) proposed to answer them. The first was inquiring whether it was the intention of the council to secure for solicitors recently admitted the same inducements to join the Law Club as have recently been offered as regards joining the society? To this he would reply that the council had no power whatever to make any change in the terms of admission to the club. Mr. Ford had also given notice to ask "of how many members the Law Club now consists?" and to this the reply would be that the council had no knowledge whatever on the subject. Mr. Ford had also asked the following question in connection with the club:—"Whether it is in contemplation by the council to possess themselves of the club premises for use by the general body of members of the society without any additional subscription; or in the alternative for exclusive use by law students as a students' library and otherwise, a fair rental for same to be charged against the students' fee fund, amounting to over £10,000 a year?" To that he would reply that the council saw no reason whatever, and had certainly no intention whatever, of making any alteration with regard to the arrangements of the club, which had over and over again and deliberately been sanctioned by general meetings of the society.

#### SOCIETY'S ACCOUNTS.

THE PRESIDENT said Mr. Ford had also given notice of the following question:—"Whether, referring to page 42 of the last annual report of the council, the alterations in the annual accounts of the society will give not only details of the receipts on account of articulated clerks, but the actual as distinguished from the estimated expenditure on account of articulated clerks, as contemplated by section 8 of the Solicitors Act, 1877?" The answer to this would be that the council had under consideration no further or other alteration than that they had already intimated in their report of last year, which report was now before the auditors for consideration.

#### THE COUNCIL AND THE LEGAL PRESS.

THE PRESIDENT said Mr. Ford had also given notice of the following question:—"Whether the following paragraph, contained in a paper published in the *Law Times* of 5th January inst., and purporting to have been issued by the council, was actually issued by them:—"The achievements in legislation to which allusion has been made go far to show that the governing body take a high-minded as well as an eminently practical view of the society's powers of public usefulness." The answer to that would be that it was not.

THE PRESIDENT said Mr. Ford's final question was:—"What the council had done in reference to a resolution unanimously adopted on the motion of Mr. Ford at a general meeting of the society in April, 1884, to the effect that motions in the Chancery Division ought to be set down on lists and taken in their order on such lists; and as to which resolution Mr. C. T. Saunders, as president, in answer to an inquiry by Mr. Ford at the April meeting, 1885, stated that the then Lord Chancellor has promised to bring the matter before the Rule Committee of Judges?" He would reply to that that the subject of this arrangement was now under the consideration of a joint committee of members of the bar and of members of the council, and that among other measures would in due course come before the council.

The proceedings terminated with a vote of thanks to the president, moved by Mr. E. NEWMAN (London) and seconded by Mr. KIMBER.

A full report will appear in our next issue.

#### NOTTINGHAM INCORPORATED LAW SOCIETY.

The annual meeting of the Incorporated Law Society was held on Wednesday at the Old Town Hall, Nottingham. Mr. H. Wing, president, occupied the chair.

THE CHAIRMAN, in moving the adoption of the report, expressed satisfaction at the increase in the balance in hand, after the considerable outlay in the purchase of new works for the Law Library. The great usefulness of the new library had been amply shown during the past year. He expressed his sincere thanks, not only to the members of the Nottingham Society, but to the representatives of other societies in various parts of the country, for his election to the Council of the Incorporated Law Society, a general desire having been shown in favour of Nottingham having a representative on that body. Alluding to the various measures passed during the last session of Parliament, the Chairman mentioned particularly the Solicitors Act, which he thought would be advantageous, not only to members of the profession, but to the public.

MR. S. E. HEATH seconded the resolution, which was agreed to.

MR. A. T. ASHWELL proposed the election of Mr. Arthur Williams as president for the ensuing year, referring to the valuable work which that gentleman had previously done on behalf of the society as secretary.

MR. R. ENFIELD seconded the proposal, which was unanimously agreed to.

MR. A. WILLIAMS, in reply, said that he was afraid that his year of office would be rather one of a begging character. A proposal had been made to invite the Incorporated Law Society to hold its meetings in Nottingham

in 1890, and as the invitation must be given before October, he was afraid he should have to trouble the members by an appeal for donations.

On the proposal of Mr. J. C. WARREN, seconded by Mr. P. H. SENIOR, Mr. E. H. FRASER was appointed as vice-president.

MR. FRASER said he regarded his election not so much as a compliment to himself as to those gentlemen with whom he was proud to practise in the common law branch of the profession.

MR. J. T. WARD was re-elected as treasurer, upon the motion of Mr. ENFIELD, seconded by Mr. A. BROWNE.

MR. HEATH moved, and Mr. WILLIAMS seconded, the reappointment of Mr. A. Barlow as secretary, which was agreed to.

MESSRS. J. P. SLACK (Ilkeston) and P. H. SENIOR (Nottingham) were chosen as auditors.

MR. R. ENFIELD moved—

"(1) That this society highly approves of the action taken by the Incorporated Law Society of the United Kingdom during the last session of Parliament, and congratulates such society on their success in obtaining the passing of the Trustee Act, the Solicitors Act, and the Land Charges Registration Act. (2) Also of their prosecuting the successful appeal to the House of Lords in the matter of the conveyancing scale question. (3) That a copy of this resolution be forwarded to the society."

MR. J. KENTISH WRIGHT seconded the resolution, which was adopted.

MESSRS. R. ENFIELD, H. WING, A. BROWNE, J. K. WRIGHT, J. C. WARREN, F. WADSWORTH, A. T. ASHWELL, and W. BRYAN were elected as the council of the society for the ensuing year.

Thanks having been accorded to the president, on proposal of Mr. F. WADSWORTH, seconded by Mr. J. A. H. GREEN, the proceedings were brought to a termination.

The following are extracts from the report of the council:—

**Members.**—The present number of members is 117, the number last year being 111. There are four associates of the society, with the privilege of using the law library.

**The Trustee Act, 1888.**—The Trustee Act passed at the end of the session deserves special mention. The council regret that the Act has not been made retrospective in all cases, but it is nevertheless a most valuable addition to the statute book, and one on which both the public and the profession may be congratulated.

**The Land Transfer Bill.**—The Land Transfer Bill, which was re-introduced in the House of Lords by the Lord Chancellor early in the past session, had the consideration of the council, and a deputation of two members on behalf of the society attended an important meeting in London of the Associated Provincial Law Societies, and were subsequently present at a special committee of the Incorporated Law Society, when the provisions of the Bill were fully discussed. The different resolutions passed thereon were communicated to the Lord Chancellor. After being read a second time the Bill was referred to a select committee, and it would probably be brought forward again early next session. The council was of opinion that instead of a measure so complicated in its details and likely to be so expensive on its practical working as the Land Transfer Bill, it would be better to amend the law and practice of conveyancing on the lines of the Vendor and Purchaser Act, and the Conveyancing and Law of Property Acts.

**The Remuneration Order.**—In regard to the Solicitors' Remuneration Order, the appeals to the House of Lords in the two cases of *Re Parker* and *Re Neuchould* have been successful, and the decisions of the Court of Appeal have been reversed. It was now authoritatively settled that solicitors were entitled to charge for all proper work done on the occasion of sales which was not covered by the scale.

**Assizes.**—At the annual meeting of the Associated Provincial Law Societies the Nottingham Society was represented by two members of the council, and amongst other resolutions then passed was the following, which was proposed on behalf of this society:—"That it is desirable that at least two assizes for the transaction of civil business, attended by two judges, should be held each year in all assize towns of importance."

**The Incorporated Law Society.**—With a view of bringing the provincial law societies and the country solicitors into closer connection with the central society, the latter society has lately proposed that the subscription of its country members, who are members of any provincial law society, shall be reduced to ten shillings. The number of practising country solicitors is about 9,000, of whom only about 2,468 are members of the central society. The propriety of all solicitors being connected with it, and the benefits arising from this connection, should induce every member of the profession to join, and it is hoped that the important concession now made would cause every solicitor to avail himself of the opportunity of becoming a member of the chief society, as well as of the provincial society in whose district he practised. Copies of the report of the committee of the chief society have been circulated, with the result that a number of solicitors, connected with this society, have already availed themselves of the privilege.

In consequence of the very large number of members of the bar who have signified their intention of being present at the dinner to be given to Mr. Poland, Q.C., at the Holborn Restaurant on Tuesday, the 5th of February, application for tickets should at once be made to Mr. J. F. TORR, 1, Essex-court, Temple, or to Mr. Slade Butler, 4, Middle Temple-lane, Temple, the honorary secretaries. The Lord Chancellor will preside, and will be supported by Sir James Hannen, Mr. Justice A. L. Smith, the Attorney-General, and the Solicitor-General.

## LAW STUDENTS' JOURNAL.

## LAW STUDENTS' SOCIETIES.

**BRISTOL LAW STUDENTS' SOCIETY.**—Jan. 29.—The subject for debate was—"Salvage is effected of the lives of those on board a ship which is wrecked on the coast of the United Kingdom, but which does not become a total loss. Are the salvors entitled to recover salvage from the owners of the ship for a stowaway found on board and rescued?" (Merchant Shipping Act, 1854, s. 458; *The Fusilier*, B. & L. 341). Mr. J. L. V. S. Williams opened for the affirmative, and Mr. C. Knee for the negative, and the debate was carried on by Messrs. Bayliffe, L. W. Browne, and A. Taylor. The voting on both sides being equal, the chairman gave his casting vote for the negative.

## CALLS TO THE BAR.

The undermentioned gentlemen were, on Monday, called to the Bar:—**LINCOLN'S INN**—John Winkfield, M.A., Oxford; Richard Paddison, B.A., Oxford; William Graily Hewitt, B.A., LL.B., Cambridge; Francis William Pember, M.A., Oxford; Hugh Murray Sturges, B.A., Oxford; Joseph Henry Atherton Tipping, B.A., Cambridge; Harold Baillie Weaver, University of London; Henry Rowland Brown, jun., University College, Oxford; Oswald Walmesley; and John Bryn Roberts, M.P.

**INNER TEMPLE**—Ernest Justice Stanbury-Eardley, Oxford (holder of a scholarship in Real Property Law, awarded February, 1888); William Frederick M'Lean Buckley, B.A., Oxford; Gerald Champion Lewis, M.A., LL.M., Cambridge; Arthur Carson Roberts, B.A., Oxford; the Hon. Lionel Raleigh Holland, B.A., Cambridge; Alexander John M'Gregor, B.A., Oxford; Herbert Chitty, B.A., Oxford; Robert Hugh Ballcock, B.A., Oxford; Paul Frederick Simonson, B.A., Oxford; Charles Lindsay Beddington, Oxford; Frederick Pollett Younghusband Thorpe, B.A., Oxford; Charles Frederick Denne Sperling, B.A., Oxford; John Dryden Hall, B.A., Oxford; Albert Henry Jessel, B.A., Oxford; William Miller, B.A., Oxford; William Denby Arton, B.A., Oxford; Charles Miskin Laing, M.A., B.O.L., Oxford; James Tennant Molteno, B.A., LL.B., Cambridge; Charles Bayley Oldfield, B.A., Oxford; Frank Gover, London; Thomas Gawthorne; Albert Frederick Ehrhardt, B.A., Oxford (holder of a scholarship in Common Law, awarded February, 1888); Walter Evelyn Capron, LL.B., Cambridge; Sarfraz Ali Abdul Ali Mir, Bombay University; and Gerard Cranworth Ince, B.A., Cambridge.

**MIDDLE TEMPLE**—John Mahon Gover, LL.B., Law Exhibitioner, University of London, senior in honours in Jurisprudence and Roman Law, 1886, and fourth in honours in Common Law and Equity, 1888; 200 guineas studentship of the Four Inns of Court, Hilary, 1887; 20 guineas Middle Temple scholarship in International and Constitutional Law, Hilary, 1887; 100 guineas Middle Temple scholarship in Real and Personal Property Law, Trinity, 1887; George Allen Upward, barrister-at-law and Brooke Scholar, King's Inns, Ireland, Inns of Court student in Roman Law, first-class scholar in Equity and in Constitutional and International Law, Middle Temple; William Edward Vernon, B.A., late exhibitioner and scholar of St. John's College, Oxford, second-class scholarship International and Constitutional Law, Hilary, 1886; first-class scholarship Real and Personal Property, Hilary, 1887; second-class scholarship in Equity, Hilary, 1888; studentship in Roman Law and Jurisprudence, Hilary, 1888; first-class scholarship Common and Criminal Law, 1888; Hiram Parkes Wilkinson, B.A., Exeter College, Oxford, third-class Honour School of Jurisprudence; 20 guineas scholarship in International and Constitutional Law, Hilary, 1887; 100 guineas studentship in Roman Law, Trinity, 1887; Equity, second class; 20 guineas scholar, Hilary, 1889; Norman Gilbert Mitchell-Innes; Hugh Miller Guthrie, M.A.; Joseph Horsfield, B.A., Christ's College, Cambridge; Clarkson Henry Tredgold, LL.B. and scholar, Trinity Hall, Cambridge; Epaminondas Emile Gauzier; Manook Zorab, B.A., Calcutta University, £25 Council of Legal Education prize in Equity, Hilary, 1887; 50 guineas Middle Temple scholarship in Equity, Hilary, 1887; £70 Council of Legal Education prize Equity and Real and Personal Property, Hilary, 1888; 50 guineas Middle Temple scholarship in Equity, Hilary, 1888; 100 guineas Middle Temple scholarship in Real and Personal Property, Trinity, 1888; and £70 Council of Legal Education prize Equity and Real and Personal Property, Hilary, 1889; Rang Lal, Punjab University; James Bell; David St. John Herd, B.A., LL.B., Dublin University, Equity Scholar, Middle Temple, Victoria Law Prizeman, King's Inns; Robert John Pottinger Hendricks; John Frederick Adams; William Crichton Slagg; Thomas Edward Spencer, of King's College, London; Richard Austen Dale.

**GRAY'S INN**—Francis Ernest Bradley, LL.B. (Vict.), fifth in honours at the intermediate LL.B. examination at the University of London, 1886, first-class studentship in Jurisprudence and Roman Law at Inns of Court Examination, Trinity, 1886, Dauntsey Law scholar in the Owens College, Victoria University, 1886-7, Barstow Law scholar at the Bar final examination, Trinity, 1888, first class final LL.B. examination of Victoria University, 1888, elected an Associate of the Owens College, 1888, and the student who obtained the highest position at the examination for the Arden Scholarship of Gray's Inn; Samuel Greenidge B.A., St. John's College, Cambridge, 25th wrangler, 1886, second-class Law Tripos, 1887, M'Mahon Law student, St. John's College, Cambridge; Robert Stewart Johnstone, B.A. and LL.B., Trinity College, Dublin, Holt scholar Gray's Inn, 1885, and a member of the Bar in Ireland, of 18, Harrington-street, Dublin; James Knott; William Henry Eldridge, B.A., of London University; Henry Winch; Edmund Francis Vesey Knox, B.A., Fellow of All Souls and late scholar of Keble College, Oxford, Bacon scholar of Gray's Inn, 1886.

The following scholarships have been awarded by the treasurer and masters of the bench to students of the Honourable Society of the Middle Temple—viz., Real and Personal Property.—P. E. Baldwin, a first-class scholarship of 50 guineas; W. H. Lorraine, a second-class scholarship of 20 guineas. Common and Criminal Law.—C. A. O'Brien, a first-class scholarship of 50 guineas; Eneas Mackintosh, a second-class scholarship of 20 guineas. Equity.—A. Blair, a first-class scholarship of 50 guineas; H. P. Wilkinson, a second-class scholarship of 20 guineas. International and Constitutional Law.—H. J. Snowden, a first-class scholarship of 50 guineas; H. L. Mukerjee, a second class scholarship of 20 guineas.

## LEGAL NEWS.

## OBITUARY.

**MR. FREDERICK SCUDAMORE**, solicitor (of the firm of Scudamore & Brennan), of Maidstone, died on the 23rd ult. from pneumonia, in his seventieth year. Mr. Scudamore was the son of Mr. William Scudamore, solicitor, of Maidstone, and was born in 1819. He was articled to the late Mr. Robert Furley, of Ashford, and he was admitted a solicitor in 1840. He shortly afterwards went into partnership with his brother, Mr. Charles Scudamore, and with Mr. Henry Wildes, and more recently he was associated with Mr. John Brennan. In 1852 he became clerk of the peace for the borough of Maidstone, and in 1856, on his brother's death, he was appointed registrar of the Maidstone County Court (Circuit No. 48), and he held both those offices till his death. He was also district registrar under the Judicature Acts, county solicitor, solicitor to the Kent Insurance Company, and a perpetual commissioner for the county of Kent. He was for several years chairman of the Maidstone School Board. Mr. Scudamore leaves one son and one daughter. He was buried at the Maidstone Cemetery on the 26th ult. Mr. Scudamore never sought municipal honours, though many of his fellow townsmen would have been glad that he should have been elected to the Mayoralty of Maidstone. During his six years of office as chairman of the School Board, and as promoter of the Bill for obtaining a supply of pure water, he had rendered valuable public services to the borough. As churchwarden of St. Michael's Church, and afterwards of All Saint's Church, he did much for the interest of the Church at Maidstone. He presented the site on which the former church was built, and he erected the south aisle at a cost of £528, and gave a further donation of £900 for the completion of the tower. He subsequently presented a handsome stained glass window for the chancel. He was also a liberal contributor to the Maidstone Church Institute; and to the Melton-street Mission. A local journal says of Mr. Scudamore: "Although he was not one whom we should call very wealthy, his liberality was widely extended, and few can tell the amount he expended in succouring the needy. His extreme courteousness, gentleness, and kindness were well known and admired, and right worthily did he bear what the Poet Laureate has somewhere styled 'the grand old name of gentleman.' His loss is irreparable, and will be felt throughout the county. He was one of that fast decreasing number who are known as English gentlemen of the olden school, but his memory will be cherished for many years to come by the people of Maidstone."

**MR. NATHANIEL LINDO**, solicitor, died at his residence, 48, Chopetown-villas, Bayswater, on the 17th ult., in his seventy-ninth year. Mr. Lindo was born in 1809. He was admitted a solicitor about the year 1831, and he practised for many years in the City of London, first in Moorgate-street and afterwards in King's Arms-yard. He was for several years associated in partnership with his sons, Messrs. Gabriel Lindo and Arthur Lindo, but he retired from practice about twenty years ago. Mr. Lindo was a liberal contributor to all the Jewish charities in London, and he was for many years a member of the Board of Deputies. He was buried at the Jewish Cemetery, Mile End, on the 20th ult.

**MR. LANCELOT LANE**, solicitor, of Attleborough, Kenninghall, and East Harling, died at Kenninghall on the 21st ult. after a very short illness. Mr. Lane was admitted a solicitor in 1870. He had a considerable practice in the district, and he was clerk to the Attleborough School Board and a perpetual commissioner for the county of Norfolk. Mr. Lane was buried at Quidenham on the 24th ult.

**MR. JOHN BRISTOWE**, solicitor, of Belize, British Honduras, died on the 21st of December at the age of seventy-six. Mr. Bristowe was the youngest son of Mr. Samuel Bristowe, of Beesthorpe Hall, Nottingham, and was born in 1812. He was admitted an English solicitor in 1837. He accompanied Lord Sydenham to Canada in the capacity of private secretary. From Canada he emigrated to Jamaica, where he held the post of Master in Chancery for some years. He arrived in Belize in 1863, and was for some years the only trained legal practitioner in the colony. He for years, until its dissolution, filled the office of clerk to the House of Assembly, and afterwards of Attorney-General, and had a seat in council. About four years ago he retired from active life.

**MR. CHARLES SPENCER PERCEVAL**, LL.D., Secretary to the Commissioners of Lunacy, died at his residence, 61, Eccleston-square, on the 29th ult. Mr. Perceval was the only son of Mr. Dudley Montagu Perceval, and was born in 1829. He was formerly Fellow of Trinity Hall, Cambridge, where he graduated in the first class of the Civil Law Tripos, and he afterwards proceeded to the degree of LL.D. He was called to the bar at Lincoln's-inn in Michaelmas Term, 1853, and he formerly practised in the Court of Chancery. He was Principal Secretary to Lord Celsamford when Lord Chancellor, and in 1872 he was appointed Secretary to the Commissioners of Lunacy, which appointment he held until his death. Mr.



Perceval had been for fourteen years treasurer of the Society of Antiquaries. He was married in 1868 to the eldest daughter of the Hon. Robert Brien, and he leaves four children.

Mr. JOHN COODE, solicitor (of the firm of Coode & Shilson), of St. Austell, died on the 17th ult. Mr. Coode was born in 1832. He was admitted a solicitor in 1854, and he had practised at St. Austell for over thirty years. He was associated in partnership with Mr. William Coode, who is clerk to the St. Austell Board of Guardians, Assessment Committee, School Attendance Committee, and Rural Sanitary Authority, and with Mr. Daniel Henry Shilson. Mr. Coode had an extensive practice, and he had been for twenty-two years County Treasurer for Cornwall.

#### APPOINTMENTS.

Mr. MORTIMER DAVID PROBERT, solicitor, of Haverfordwest and St. David's, has been appointed Chapter Clerk of St. David's Cathedral. Mr. Probert is an LL.B. of Trinity Hall, Cambridge. He was admitted a solicitor in 1883.

Mr. WILLIAM LATHAM, Q.C., has been elected a Bencher of Lincoln's-inn.

Mr. HORACE EDMUND AVORY, barrister, has been appointed a junior Prosecuting Counsel to the Treasury at the Central Criminal Court. Mr. Avory is the second son of the late Mr. Henry Avory, Clerk of Arraignment at the Central Criminal Court, and was born in 1852. He was educated at Corpus Christi College, Cambridge. He was called to the bar at the Inner Temple in Hilary Term, 1875, and he practises on the South-Eastern Circuit and at the Central Criminal Court and the Surrey Sessions.

Mr. CHARLES FREDERICK GILL, barrister, has been appointed a junior Prosecuting Counsel to the Treasury at the Central Criminal Court. Mr. Gill is the eldest son of Mr. Charles Gill, of Clapham, and was born in 1851. He was called to the bar at the Middle Temple in Easter Term, 1874, and he practises on the South-Eastern Circuit and at the Central Criminal Court and the Middlesex, Sussex, and Brighton Sessions. He is senior prosecuting counsel to the post office at the Central Criminal Court.

Mr. EDWARD THOMAS EDMONDS BESLEY, barrister, has been appointed Standing Counsel to the Bankers' Association, in succession to Mr. Harry Bodkin Poland, Q.C. Mr. Besley is the second son of Mr. Thomas Besley, and was born in 1828. He was called to the bar at the Middle Temple in Trinity Term, 1859, and he practises on the South-Eastern Circuit and at the Middlesex Sessions and the Central Criminal Court.

Mr. HENRY ALDER PETERS, solicitor (of the firm of Willoby & Peters), of Berwick-upon-Tweed, has been appointed Clerk to the Magistrates for that borough. Mr. Peters has also been appointed Clerk to the Berwick Board of Guardians, Assessment Committee, School Attendance Committee, and Rural Sanitary Authority.

Mr. FREDERICK MEADOWS WHITE, Q.C., who has been appointed to act as a Commissioner of Assize, is the second son of Mr. John Meadows White, of Lee, Kent, and was born in 1829. He was formerly fellow of Magdalen College, Oxford, where he graduated second class in Classics and third class in Mathematics in 1852. He was called to the bar at the Inner Temple in Michaelmas Term, 1853, and he is a member of the South-Eastern Circuit. He became a Queen's Counsel in 1877. He is recorder of the city of Canterbury and a bencher of the Inner Temple.

Mr. THOMAS BEARD, solicitor, of 10, Basinghall-street, has been elected Chairman of Local Government and Taxation Committee of the Common Council for the ensuing year. Mr. Beard is deputy for the Ward of Bassishaw. He was admitted a solicitor in 1858.

Mr. JAMES FOTHERGILL EVANS, solicitor, of Chepstow, has been appointed Clerk to the Chepstow Local Board and the Chepstow Burial Board. Mr. Evans was admitted a solicitor in 1874.

Mr. JOSEPH WILFRID STANTON, solicitor (of the firm of Morgan, Francis, & Stanton), of Newport and Chepstow, has been appointed Clerk to the Chepstow Highway Board and the Chepstow School Board. Mr. Stanton is an M.A. of Brasenose College, Oxford. He was admitted a solicitor in 1885.

Mr. SAMUEL CONSTANTINE BURKE, Crown solicitor of Jamaica, has been appointed to officiate as Attorney-General of Jamaica.

Mr. GEORGE LEY BODILLY, solicitor (of the firm of Trythall & Bodilly), of Penzance, has been appointed a Notary Public.

Mr. THOMAS STEPHEN EDWARDS, solicitor, of Newport, Abercarne, and Rieca, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. JAMES BLATCH, solicitor (of the firm of Goater & Blatch), of 6, Portland-terrace, Southampton, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. ROLAND VAUGHAN WILLIAMS, Q.C., who has been appointed to act as a Commissioner of Assize, is the fifth son of the Right Hon. Sir Edward Vaughan Williams, many years a judge of the Court of Common Pleas, and was born in 1838. He was educated at Westminster, and at Christ Church, Oxford, where he graduated second class in Law and Modern History in 1860. He was called to the bar at Lincoln's-inn in Michaelmas Term, 1864, and he is a member of the South-Eastern Circuit. He was recently appointed a Queen's Counsel.

Mr. HENRY JAMES BRACHER, solicitor, of Ashford, has been appointed Secretary to the Ashford Conservative Registration Association. Mr. Bracher was admitted a solicitor in 1882.

Mr. EDWARD LEE, solicitor, of 1, Gresham-buildings, has been elected Chairman of the Law and City Courts Committee of the Common Council for the ensuing year. Mr. Lee is a common councilman for the Ward of Bassishaw. He was admitted a solicitor in 1873.

Mr. JOHN DIXON, junior, solicitor, of Sittingbourne, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature. Mr. Dixon is a graduate of Jesus College, Cambridge.

#### CHANGES IN PARTNERSHIPS.

##### DISSOLUTIONS.

CHARLES STANILAND WAKE and HENRY PERCY DALY, solicitors (Atkinson, Wake, & Daly), Kingston-upon-Hull. Dec. 31. The said business will be carried on by the said Henry Percy Daly on his own account.

DANIEL CLARKE and WADSWORTH BURROW LILLINGTON, solicitors (Clarke & Lillington), Great Marlow. Jan. 17.

WILLIAM DAVIES and WILLIAM REES DAVIES, solicitors (W. & W. Rees Davies & Co.), 1a, Frederick's-place, Old Jewry, London. Dec. 31. The said business will from January 1 be carried on by the said William Rees Davies and Alfred Ormond Jordan, under the style or firm of Rees Davies & Co., at 1a, Frederick's-place aforesaid.

JOHN DUFFIN THOMSON and SAMUEL WARD, solicitors (Thomson & Ward), 32, Nicholas-lane, London. Dec. 31. In future the practice will be carried on by the said Samuel Ward. [Gazette, Jan. 25.]

#### GENERAL.

Mr. Justice Stephen announced this week that there was an error in the official circuit list, which stated that civil business would not be taken at Derby before Tuesday, March 12, whereas it ought to have been Wednesday, March 13.

#### COURT PAPERS.

##### SUPREME COURT OF JUDICATURE.

Date.	ROTA OF REGISTRARS IN APPEAL COURT No. 2.	ATTENDANCE ON MR. JUSTICE CHITTY.	
		Mr. Justice KAY.	Mr. Justice CHITTY.
Monday, Feb. ....	4 Mr. Clowes	Mr. Pugh	Mr. Jackson
Tuesday .....	5 Koe	Lavie	Carrington
Wednesday .....	6 Clowes	Pugh	Jackson
Thursday .....	8 Koe	Lavie	Carrington
Friday .....	8 Clowes	Pugh	Jackson
Saturday .....	9 Koe	Lavie	Carrington
	Mr. Justice NORTH.	Mr. Justice STIRLING.	Mr. Justice KEKEWICH.
Monday, Feb. ....	4 Mr. Rolt	Mr. Pemberton	Mr. Beal
Tuesday .....	5 Godfrey	Ward	Leach
Wednesday .....	6 Rolt	Pemberton	Beal
Thursday .....	7 Godfrey	Ward	Leach
Friday .....	8 Rolt	Pemberton	Beal
Saturday .....	9 Godfrey	Ward	Leach

#### THE SPRING ASSIZES.

NOTICE.—In cases where no note is appended to the names of the circuit towns, both civil and criminal business must be ready to be taken on the first working day; in other cases the note appended to the name of the circuit town indicates the day before which civil business will not be taken. In the case of circuit towns to which two judges go there will be no alteration in the old practice.

OXFORD CIRCUIT (Lord Coleridge, C.J., and Pollock, B.).—Reading, Saturday, February 9 (Tuesday, February 12); Oxford, Wednesday, February 13 (Friday, February 15); Worcester, Saturday, February 16 (Wednesday, February 20); Gloucester, Friday, February 22 (Tuesday, February 26); Monmouth, Thursday, February 28; Hereford, Saturday, March 2 (Tuesday, March 5); Shrewsbury, Thursday, March 7; Stafford, Wednesday, March 13; Birmingham, Tuesday, March 19. One judge only will go to the first six places.

MIDLAND (Manisty and Stephen, JJ.).—Aylesbury, Saturday, February 2 (Tuesday, February 5); Bedford, Wednesday, February 6; Northampton, Saturday, February 9; Leicester, Thursday, February 14 (Saturday, February 16); Oakham, Friday, February 22; Lincoln, Saturday, February 23 (Tuesday, February 26); Nottingham, Friday, March 1 (Tuesday, March 5); Derby, Monday, March 11 (Wednesday, March 13); Warwick, Friday, March 15 (Monday, March 18); Birmingham, Tuesday, March 19. One judge only will go to the first nine places.

NORTH-EASTERN (Denman, J., and Mr. Commissioner F. M. White, Q.C.).—Newcastle, Thursday, February 14; Durham, Saturday, February 23; York, Saturday, March 2; Leeds, Friday, March 8.

SOUTH-EASTERN (Field, J.).—Huntingdon, Thursday, February 7; Cambridge, Monday, February 11; Norwich, Thursday, February 14 (Monday, February 18); Ipswich, Saturday, February 23 (Tuesday, February 26, at 2 p.m.); Chelmsford, Friday, March 1; Hertford, Wednesday, March 6; Lewes, Monday, March 11.

HOME (Hawkins, J.).—Guildford, Tuesday, February 12 (Thursday,



February 14; Maidstone, Monday, February 18 (Wednesday, February 20); Exeter, Wednesday, February 27; Winchester, Wednesday, March 6; Bristol, Saturday, March 16. Two judges will go to the last three places.

**WESTERN (Hawkins and Wills, J.J.).—Devizes, Saturday, February 9 (Tuesday, February 12, at 10 a.m.); Dorchester, Wednesday, February 13 (Friday, February 15, at 10 a.m.); Taunton, Saturday, February 16 (Wednesday, February 20, at 2 p.m.); Bodmin, Friday, February 22 (Monday, February 25, at 10 a.m.); Exeter, Wednesday, February 27; Winchester, Wednesday, March 6; Bristol, Saturday, March 16. One judge only will go to the first four places.**

**NORTH WALES, GLAMORGAN, AND CHESTER (Cave, J.).—Welshpool, Monday, February 18; Dolgelly, Thursday, February 21; Carnarvon, Saturday, February 23; Beaumaris, Wednesday, February 27; Ruthin, Friday, March 1; Mold, Monday, March 4; Chester, Wednesday, March 6; Cardiff, Wednesday, March 13. Two judges will go to the last two places.**

**SOUTH WALES AND CHESTER (Grantham, J.).—Haverfordwest, Tuesday, February 19; Lampeter, Thursday, February 21; Carmarthen, Saturday, February 23 (Tuesday, February 26); Brecon, Thursday, February 28; Presteign, Monday, March 4; Chester, Wednesday, March 6; Cardiff, Wednesday, March 13. Two judges will go to the last two places.**

**NORTHERN (Charles, J., and Mr. Commissioner R. V. Williams, Q.C.).—Appleby, Thursday, February 14; Carlisle, Saturday, February 16 (Tuesday, February 19); Lancaster, Thursday, February 21; Manchester, Monday, February 25; Liverpool, Saturday, March 9. One judge only will go to the first three places.**

Huddleston B., and Mathew, J., will remain in town.

### WINDING UP NOTICES.

*London Gazette.*—FRIDAY, JAN. 25.

#### JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

**DIAMOND CUTTING CO., LIMITED.**—Petn for winding up, presented Jan 23, directed to be heard before Stirling, J., on Feb 2. Goldberg & Langdon, West st, Finsbury circus, solors for petner

**FALDAU COLLIERY CO., LIMITED.**—Chitty, J., has, by an order dated Jan 9, appointed Henry Bishop, 41, Coleman st, to be official liquidator. Creditors are required, on or before Feb 19, to send their names and addresses, and the particulars of their debts or claims, to the above. Tuesday, March 12 at 11, is appointed for hearing and adjudicating upon the debts and claims

**PONTYPRIDD AND RHONDDA VALLEY TRAMWAY CO., LIMITED.**—Petn for winding up, presented Jan 22, directed to be heard before North, J., on Saturday, Feb 2. Pollard, Coleman st, solor for petning creditor

**SHORTHORN DAIRY CO., LIMITED.**—Stirling, J., has, by an order dated Jan 17, appointed Alexander Young, 41, Coleman st, to be official liquidator

**UNITED CLUB AND HOTEL CO., LIMITED.**—Petn for winding up, presented Jan 18, directed to be heard before Kay, J., on Saturday, Feb 2. Frere & Co., Lincoln's inn fields, solors for petner

**WEST CUMBERLAND IRON AND STEEL CO., LIMITED.**—By an order made by North, J., dated Jan 17, it was ordered that the voluntary winding up of the company be continued. Rowcliffes & Co., Bedford row, agents for Howson, Whitehaven, solors for petners

**WILLOWS STEEL CO., LIMITED.**—Creditors are required, on or before Feb 22, to send their names and addresses, and the particulars of their debts or claims, to Henry Lewis, 3, Castle st, Merthyr Tydfil. Thursday, March 7, at 12, is appointed for hearing and adjudicating upon the debts and claims

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

**VALE MILL MANUFACTURING CO., LIMITED.**—The Vice-Chancellor has, by an order dated Dec 7, appointed John Whittaker, Heywood, to be official liquidator. Creditors are required, on or before Feb 23, to send their names and addresses, and the particulars of their debts or claims, to the above. Thursday, March 7, at 11.30, is appointed for hearing and adjudicating upon the debts and claims

UNLIMITED IN CHANCERY.

**HARPURHEY PERMANENT BENEFIT BUILDING SOCIETY.**—The Vice-Chancellor has fixed Thursday, Feb 7, at 12, at Duchy chambers, 2, Clarence st, Manchester, for the appointment of an official liquidator

### FRIENDLY SOCIETIES DISSOLVED.

**EARL OF BRADFORD LODGE, Independent Order of Odd Fellows, Manchester Unity, King's Arms Inn, Deansgate, Bolton le Moors, Lancaster.** Jan 22

**PHILANTHROPIC SICK AND BURIAL SOCIETY, Three Tuns Inn, Hazel Grove, Chester.** Jan 18

**WILLIAM SHAKESPEARE LODGE, Order of Druids, Great Euston Hotel, Toxteth park, Liverpool.** Jan 10

*London Gazette.*—TUESDAY, JAN. 29.

#### JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

**BRITISH FISH CULTURE SOCIETY, LIMITED.**—Chitty, J., has fixed Monday, Feb 11, at 11, at his chambers, for the appointment of an official liquidator

**BRITISH FLAX PRODUCE CO., LIMITED.**—By an order made by Kay, J., dated Jan 19, it was ordered that the company be wound up. Leader, Mark lane, solor for petner

**CAPE CENTRAL RAILWAYS, LIMITED.**—Petn for winding up, presented Jan 28, directed to be heard before Chitty, J., on Feb 9. Powell & Rogers, Essex st, Strand, solors for petner

**INTERNATIONAL INVESTMENT AND GENERAL AGENCY, LIMITED.**—North, J., has, by an order dated Dec 19, appointed Charles Lee Nichols, 1, Queen Victoria st, to be official liquidator

**LONDON RESTAURANTS, LIMITED.**—By an order made by Kay, J., dated Jan 19, it was ordered that the company be wound up. Ingram & Co., Lincoln's inn fields, solors for petners

**MERSEY SALT AND BRINE CO., LIMITED.**—Creditors are required, on or before Feb 12, to send their names and addresses, and the particulars of their debts or claims, to Robert Ewing and Jacob Guedalla, 22, Gt Winchester st, Kaye & Guedalla, Essex st, Strand, solors for liquidators

**NATIONAL AGRICULTURAL HALL CO., LIMITED.**—North, J., has fixed Friday, Feb 8, at 1, at his chambers, for the appointment of an official liquidator

**ORMEROD, GRIERSON, & CO., LIMITED.**—Petn for winding up, presented Jan 25, directed to be heard before Stirling, J., on Saturday, Feb 9. Rowcliffes & Co., Bedford row, agents for Addleshaw & Warburton, Manchester, solors for petner

**ORMEROD, GRIERSON, & CO., LIMITED.**—Petn for winding up, presented Jan 25, directed to be heard before Stirling, J., on Feb 9. Eley, New Broad st, solor and petner in person

**PATENT (LOCK) STOPPER CO., LIMITED.**—Petn for winding up, presented Jan 25, directed to be heard before Stirling, J., on Saturday, Feb 9. Kerby & Co., Gt Winchester st, solors for petner

**ST. LOUIS PARK MILLS CO., LIMITED.**—By an order made by Chitty, J., dated Jan 19, it was ordered that the company be wound up. Trinders & Co., Cornhill, solors for petners

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

**JOHN OWEN & CO., LIMITED.**—By an order made by the Deputy of the Chancellor, dated Dec 27, it was ordered that the company be wound up. Cobbett & Co., Manchester, solors for petner

### FRIENDLY SOCIETIES DISSOLVED.

**STOFFHURST WOOD HAND IN HAND BENEFIT SOCIETY, Royal Oak Inn, Oxted Surrey.** Jan 23

### CREDITORS' NOTICES.

#### UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

*London Gazette.*—FRIDAY, JAN. 25.

**MILL, JANE BARBER, Mottisfont Abbey, Southampton.** Feb 28. Drewe v

**CHURTON, Chitty, J. Tylee & Mortimer, Romsey**

**PREECE, CHARLES, Hereford, Coal Merchant.** March 4. Hodges v Ralph, North,

**J. White, Hereford**

**VAUGHAN, GEORGE, Cuddington, Chester, Gent.** Feb 25. Danily v Vaughan,

**North, J. Churton, Chester**

*London Gazette.*—TUESDAY, JAN. 29.

**NORMAN, WILLIAM SAMUEL, Westville rd, Shepherd's Bush.** Feb 28. Pope v

**Solomon, North, J. Clulow, Gracechurch st**

**VINING, JAMES TALLY, Forest Hill, Kent, Solicitor.** Feb 28. Lloyd v Vining,

**North, J. Edwards, Moorgate st**

**WRIGGLESWORTH, JOSEPH, Workop, Nottingham, Tailor.** March 1. Wriggles-

**worth v Wrigglesworth, North, J. Wilson, Sheffield**

### UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

*London Gazette.*—FRIDAY, JAN. 25.

**ANCILL, CHARLES, Overbury, Worcester, Bullder.** Feb 25. Moores & Romney,

**Tewkesbury**

**ANTHONY, ANN, Byfield, Northampton.** Feb 25. Pellatt, Banbury

**BATH, JOSIAH HAINES, North Cray, Kent, Farmer.** Feb 25. May & Co,

**Adelaide pl, London Bridge**

**CARTWRIGHT, MARY ANNE, Bury St Edmunds.** Feb 25. Rodgers & Clarkson,

**Walbrook**

**COMER, SARAH, Bath.** Feb 14. Pearson, Bristol

**CORBY, THOMAS, Sutton St Edmunds, Lincoln, Farmer.** Feb 25. Mossop &

**Mossop, Long Sutton, Lincolnshire**

**CUMMINGS, CAROLINE, St Heliers, Jersey.** Feb 28. Collins & Co, Liverpool

**DAVIS, MARY, Wincanton, Somerset.** March 9. Barrow, Lincoln's inn fields

**DRAVER, HARRIET, Clifton Park.** Feb 14. Pearson, Bristol

**DYSON, JOE, Marsden, York, Woollen Cloth Manufacturer.** March 1. Mills &

**Bibby, Huddersfield**

**FINGLENGLEY, JAMES MORT, Hesse, York.** April 15. Middlemiss & Pearce, Hull

**GILL, ROBERT, Clifton, Chemist.** March 31. Hawken, Plymouth

**HULL, JOHN, St. Leonards on Sea, Gent.** April 1. Howse, Abchurch yd,

**Westminster**

**LAYARD, ROSAMOND ELIZABETH, Cheltenham.** Feb 29. Beale & Co, Gt George st,

**Medleycott, Sir WILLIAM COLES PAGET, Weymouth, Baronet.** March 9. Farrer

**& Co, Lincoln's inn fields**

**OGDEN, THOMAS, Oldham, Licensed Victualler.** Mar 8. Lambert, Manchester

**PALMER, SARAH ANN HOWARTH, Croydon.** Mar 1. Vallance and Vallance,

**Essex st Strand**

**PATTERSON, CHARLOTTE, Southend.** Mar 14. Lee, Gresham bldgs, Basinghall st

**PILBEAM, SALLY, Wallington, Surrey.** Feb 28. Potchecary, Basinghall st

**POOL, ISABELLA JEMIMA, Canterbury.** Mar 1. Furlcy, Canterbury

**READ, EDWARD BROADWAY, Nutley, Southampton, Farmer.** Feb 18. Bowker &

**Son, Winchester**

**ROWE, SIR SAMUEL, Sierra Leone, Surgeon Major.** Feb 21. Holcombe, Gray's

**inn chbrs**

**SHARP, THOMAS, Leeds, Yeoman.** March 9. Harland & Ingham, Leeds

**SKELTON, MARY, Westward, Cumberland.** April 2. Hetherington, Wigton

**SMITH, JOSEPH DENHAM, Coombe Wood, Surrey.** Feb 23. Hoppood & Dowson,

**Whitehall pl**

**STARKIE, ROBINSON, Oswaldtwistle, Lancs, Gent.** March 31. Hartley, Colne

**STENTON, HENRY CAWDRON, Crown Hill, Norwood, Solicitor.** March 23. Stenton

**& Co, Southwell**

**STRICKLAND, THOMAS, Bouth, Lancs, Yeoman.** March 1. Poole, Ulverston

**WADE, SUSANNAH ELIZABETH, Leamington.** March 9. How & Son, Shrewsbury

**WADSWORTH, ALFRED, Balby, nr Doncaster, Surgeon.** Feb 9. Burtonshaw &

**Tovey, Doncaster**

**WALTHER, JOHN RUDOLPH PHILIP, Harley st, Gent.** March 1. Robinson &

**Wilkins, King's Arms yd**

*London Gazette.*—TUESDAY, JAN. 29.

**AVIS, MARY ANN, Willington, Sussex.** March 24. Hillman, Lewes

**BIDDLE, DIANA, King's Heath, Worcester.** Feb 23. Foster, Birmingham

BOLAND, ROBERT SPENCER, Millbrook, Southampton. Feb 28. Surman & Quekett, Lincoln's inn fields  
BOURKE, ELIZABETH SARAH, Cannes, France. March 9. Farrer & Co, Lincoln's inn fields  
BRIDGES, ROBERT, Upholland, Lancaster, Clerk in Holy Orders. March 1. Rowe & Co, Liverpool  
BROOKEHOFF, EDWARD AUGUSTUS DEARMAN, Kirk Ella, East Riding, Yorks, Esq. March 1. Holden & Co, Hull  
BUDD, WILLIAM, Twickenham Park, Esq. March 9. Anderson & Sons, Iron-monger lane  
COLBEAN, JOHN, Tunbridge Wells, Newspaper Proprietor. March 25. Andrew & Cheale, Tunbridge Wells  
COOKSON, WILLIAM ISAAC, Worksop, Notts, Esq. April 6. Clayton & Gibson, Newcastle on Tyne  
CROMPTON, ELIZABETH CATHERINE, Park row, East Greenwich. April 1. Margeson, Gresham st  
EDGAR, JAMES HANDASYDE, Denbigh st, Pimlico, Lieut-Col. March 8. Seagrave & Woods, Chancery lane  
ELLIS, JOHN, Magazines, nr New Brighton, Chester, Shipowner. April 1. Harrison, Liverpool  
EVANS, GEORGE, Newton Heath, nr Manchester, Timber Merchant. March 1. Sutton & Co, Manchester  
HALL, EARDLEY NICHOLAS, Brighton, Banker. March 12. Upperton & Bacon, Brighton  
HODGKINSON, JOHN, Chorley, Lancaster, Commission Agent. March 9. Jackson, Chorley  
LAYTON, SARAH MINOR, Bletchley, Bucks. Feb 23. Foster, Birmingham  
LEWIS, ANN, Milverton, Warwick. Feb 20. Field & Sons, Leamington  
LITCHFIELD, JOHN WILLIAM, Gillespie rd, Finsbury. March 1. Litchfield, Mount Pleasant rd, Broad green  
LUCAN, Earl of, Field Marshal the Right Hon GEORGE CHARLES. March 23. Farrer & Co, Lincoln's inn fields  
MESHAM, MONCRIEFFE MESHAM, Dover. March 15. Sladen & Wing, Delahay st, Westminster  
MISKIN, WILLIAM, Dartford, Kent, Gent. March 4. Ridley & Chancellor, Dartford

MURRIDGE, HENRY SEARLE, Nottingham, Publican. March 25. Ashwell & Johnstone, Nottingham  
NEW, SELWYN, Gordon pl, Kensington, Colonel. March 15. Blount & Co, Arundel st, Strand  
PAGE, MARGARET WARD, Sunderland ter, Westbourne Park. Feb 25. Tyrrell & Son, Raymond bldgs, Gray's inn  
PARKER, JOHN GORDON, Ipswich, Gent. Feb 28. Joselyn & Sons, Ipswich  
PARRY, THOMAS GAMBIER, Highnam Court, Gloucester, Esq. March 1. Wintle & Son, Newnham  
REID, ROBERT, Earley crescent, South Kensington, retired Wine Merchant, Feb 6. Dubois & Co, Pancras lane  
RICKAHY, THOMAS DABNTON, Spennymoor, Durham, Draper. March 1. Criddle, Newcastle upon Tyne  
RIDEOUT, GEORGE, Chestow pl, Baywater. Feb 15. Greenfield, Queen Victoria st  
ROGERS, THOMAS, Rudry, Glamorgan, Farmer. Feb 25. Lewis, Cardiff  
SMITH, JANE, Brompton cres, South Kensington. March 16. Black, Queen Insurance bldgs, Dale st, Liverpool  
TAYLOR, MARY, Dias, Norfolk. March 16. Cunliffe & Davenport, Chancery lane  
TALBOT, ALGERNON CHARLES, Bournemouth. Feb 25. Woodhouse & Co, New eq, Lincoln's inn  
WARE, CHARLES NATHANIEL, Prince's gate, Esq. March 7. Baileys & Co, Berners st  
WILSON, THOMAS, Manchester, Merchant. Feb 28. Slater & Co, Manchester

NOTICE.—Re-numbering of Victoria-street, Westminster.—THE SANITARY ENGINEERING COMPANY (established 1875), Specialists in House Drainage and Ventilation, &c., beg to notify that, in consequence of the compulsory re-numbering of the street by order of the Metropolitan Board, the number of their Offices and Exhibition Rooms is altered from 115 to 65, Victoria-street, Westminster (facing the Town Hall).—[ADVT.]

## BANKRUPTCY NOTICES.

London Gazette—FRIDAY, Jan. 25.

### RECEIVING ORDERS.

ALLEN, DAVID I., Durham terr, Bayswater, Doctor of Medicine High Court Pet Dec 7 Ord Jan 22  
BANCROFT, WILLIAM, Blaenavon, Monmouth, Grocer Tredegar Pet Jan 23 Ord Jan 23  
BARMAN, RICHARD CHARLES, Birkenhead, Bootmaker Birkenhead Pet Jan 22 Ord Jan 22  
BLACKMAN, GEORGE DULLAM, JOHN JOSEPH TITSINK, and WILLIAM DULLAM BLACKMAN, Commercial rd, Whitechapel, Coopers High Court Pet Jan 22 Ord Jan 22  
BONTA, PAUL, Gravesend, Tug Owner Rochester Pet Jan 21 Ord Jan 21  
BRADLEY, FREDERICK, Smethwick, Staffordshire, Plumber Oldbury Pet Jan 9 Ord Jan 21  
BREES, THOMAS, Macclesfield, Plumber Macclesfield Pet Jan 21 Ord Jan 21  
BREWSTER, JOSHUA, Wilmslow, Cheshire, Pianoforte Tuner Manchester Pet Jan 23 Ord Jan 23  
BROWN, JOHN WILLIAM, Margate, Baker Canterbury Pet Jan 22 Ord Jan 22  
CAVILLA, WILLIAM JOSEPH, Rye lane, Peckham, Lead Merchant High Court Pet Jan 19 Ord Jan 23  
COOPER, WILLIAM CAPPS, Lowestoft, Fishing Boat Owner Gt Yarmouth Pet Jan 22 Ord Jan 22  
DARBYSHIRE, EMILY, Bedford, Widow Bedford Pet Jan 22 Ord Jan 22  
DASTLE, FRANCIS, Leadenhall st, Merchant High Court Pet Dec 14 Ord Jan 22  
FAY, PATRICK, Manchester, Grocer Manchester Pet Jan 21 Ord Jan 21  
FORESTER, CHARLES, Gt Grimsby, Smack Owner Gt Grimsby Pet Jan 19 Ord Jan 19  
GAYWOOD, JAMES HARVEY, Hatfield Peverel, Essex, Dealer Chelmsford Pet Jan 21 Ord Jan 21  
GLADWIN, FREDERICK, Bradford, Printer Bradford Pet Jan 21 Ord Jan 21  
GOMERSALL, JOSEPH, Heckmondwike, Greengrocer Dewsbury Pet Jan 21 Ord Jan 21  
GRESWELL, WILLIAM KEMP, Weelsby, Lincoln, Draper Gt Grimsby Pet Jan 22 Ord Jan 22  
HAYNES, WILLIAM, Southwark st, Borough, Metal Merchant High Court Pet Jan 8 Ord Jan 23  
HEAD, EDWARD, Moncrieff st, Peckham High Court Pet Dec 19 Ord Jan 23  
HEAD, JOHN, Lingfield, Surrey, Farmer Tunbridge Wells Pet Dec 20 Ord Jan 22  
HILLMAN, JAMES, Aldrington, Sussex, Baker Brighton Pet Jan 23 Ord Jan 23  
HOBBS, WILLIAM HENRY, Fleet rd, Hampstead, Estate Agent High Court Pet Jan 23 Ord Jan 23  
HOOPEL, WILLIAM, Little Glemham, Suffolk, Clerk in Holy Orders Ipswich Pet Jan 21 Ord Jan 21  
HOPE, MATTHEW, Writlington, Somerset, Licensed Victualler Frome Pet Jan 23 Ord Jan 23  
HUNT, CHARLES, Landport, Hants, Painter Portsmouth Pet Jan 22 Ord Jan 22  
HUNTLEY, ABRAHAM, Folkestone, out of business Canterbury Pet Jan 23 Ord Jan 23  
JACKSON, THOMAS, Manchester, Baker Manchester Pet Jan 22 Ord Jan 22  
JONES, ERNEST WILLIAM, Hastings, Bootmaker Hastings Pet Jan 22 Ord Jan 22  
KRAUSE, FRANCIS EMIL, and EMIL ALBERT FREDERICK KRAUSE, Birkdale, Lancs, Artists Liverpool Pet Jan 21 Ord Jan 21  
LAMR, JOHN, Over, Cheshire, Grocer Nantwich and Crewe Pet Jan 21 Ord Jan 22  
LAWS, THOMAS BRIDGELL, 3, Church ct, Clement's lane, Secretary to Public Company Croydon Pet Jan 21 Ord Jan 21  
LLEWELLYN, WILLIAM, Newport, Mon, Beerhouse Keeper Newport, Mon Pet Jan 21 Ord Jan 21  
MAIDEN, MARY JANE, Walsall, Staffs, Fruiterer Walsall Pet Jan 21 Ord Jan 21

MANQUET, JAMES, Charles st, Lambeth, General Merchant High Court Pet Jan 23 Ord Jan 23  
MANTON, REUBEN, Kingston on Hull, Smackowner Kingston on Hull Pet Jan 21 Ord Jan 21  
NEWMAN, FREDERICK CHARLES, Coddington, Hereford, Blacksmith Worcester Pet Jan 23 Ord Jan 23  
NICHOLSON, FRANCIS REGINALD, Penzance, Boot Dealer Truro Pet Jan 22 Ord Jan 22  
OWEN, EMILY, Leather lane, General Outfitter High Court Pet Jan 21 Ord Jan 21  
PARKER, WILLIAM ALEXANDER, Chorlton-upon-Medlock, Manchester, Travelling Draper Manchester Pet Jan 22 Ord Jan 22  
PARNABY, WILLIAM, Malton, Yorks, Saddler Scarborough Pet Jan 21 Ord Jan 21  
PETERS, JOHN, Romford, Essex, Painter Chelmsford Pet Jan 23 Ord Jan 23  
PLEYDELL, THOMAS, Westgate-on-Sea, Dealer in Berlin Wool Canterbury Pet Jan 23 Ord Jan 23  
PRESTON, ALFRED PINER, Gosport, Grocer Portsmouth Pet Jan 22 Ord Jan 22  
READ, NATHANIEL, Wincanton, Somerset, Butcher Yeovil Pet Jan 21 Ord Jan 21  
REITER, KARL CHRISTIAN, Kingston-upon-Hull, Organ Builder Kingston-upon-Hull Pet Jan 22 Ord Jan 22  
ROBERTS, EDWARD STEWART GRANDTULLY, Park-holme rd, Dalston, Shoe Trimming Maker High Court Pet Jan 22 Ord Jan 22  
SAGE, EDGAR, and JOHN WALTER SAGE, Bramham gins, South Kensington, Builders High Court Pet Jan 23 Ord Jan 23  
SAVILLE, HARRY, Birstal, Yorks, Butcher's Assistant Dewsbury Pet Jan 22 Ord Jan 22  
SEATON, WILLIAM THOMAS, Burton Latimer, Northampton, Miller Northampton Pet Jan 22 Ord Jan 22  
SMITH, ALBERT VICTOR, Muishall Vernon, Cheshire, Schoolmaster Nantwich and Crewe Pet Jan 23 Ord Jan 23  
SMITH, ALBERT, Leicester, Confectioner Leicester Pet Jan 21 Ord Jan 21  
SOUTHEY, JOHN GEORGE, Clare, Suffolk, Saddler Cambridge Pet Jan 5 Ord Jan 23  
SPITTLE, FREDERICK WILLIAM, Southsea, Livery Stable Proprietor Portsmouth Pet Jan 18 Ord Jan 18  
TEALE, JOHN, Garforth, Yorks, Grocer Wakefield Pet Jan 23 Ord Jan 23  
THIRWELL, THOMAS, Haydon Bridge, Northumberland, Book Keeper Newcastle on Tyne Pet Jan 22 Ord Jan 22  
TODD, THOMAS, South Kelsey, Lincolnshire, Tailor Gt Grimsby Pet Jan 19 Ord Jan 19  
WILLIAMS, THOMAS, Bwlch Gwyn Farm, nr Tonyrefail, Glamorgan, Farmer Pontypridd Pet Jan 21 Ord Jan 21  
YEATES, JAMES, Ivydale rd, Nuthall, Grocer High Court Pet Jan 22 Ord Jan 22  
YONGE, N. W., Bognor, Sussex High Court Pet Dec 10 Ord Jan 21

The following amended notice is substituted for that published in the London Gazette of Jan. 8.

GEE, THOMAS, Birmingham, Bricklayer Birmingham Pet Jan 4 Ord Jan 4

### FIRST MEETINGS.

ALLSOPP, ELIJAH, Nottingham, Watchmaker Feb 1 at 11 Off Rec, 1, High pavement, Nottingham  
ANDERSON, CHARLES EDWARD, Boundary st, Shore-ditch, Public house Manager Feb 1 at 11 33, Carey st, Lincoln's inn  
BALL, THOMAS, Kingsland rd, Plumber Feb 1 at 2.30 33, Carey st, Lincoln's inn  
BERGER, RACHEL SARAH, Whetstone, Middlesex,

Farmer Feb 1 at 11 No 16 Room, 30 and 31, St Swithin's lane  
BONTA, PAUL, Gravesend, Tug Owner Feb 4 at 11.30 Off Rec, High st, Rochester  
BOOTH, JONATHAN MARSHALL, Charterhouse bldgs, Aldersgate st, Agent for Manufacturers Feb 1 at 12 33, Carey st, Lincoln's inn  
BREES, THOMAS, Macclesfield, Plumber Feb 5 at 11 Off Rec, 23, King Edward st, Macclesfield  
BUTCHER, ELIZABETH MARY, Lowestoft, Fishing Boat Owner Feb 5 at 10.30 Suffolk Hotel, Lowestoft  
CASTLE, WILLIAM, Birchington, Kent, Baker Feb 1 at 3.45 53, High st, Margate  
CHAPMAN, WILLIAM, Cardiff, Coal Dealer Feb 2 at 11 Off Rec, 29, Queen st, Cardiff  
COOPER, WILLIAM CAPPS, Lowestoft, Fishing Boat Owner Feb 5 at 11 Suffolk Hotel, Lowestoft  
EELLS, EDWIN GEORGE, Kingston upon Hull, Licensed Victualler Feb 1 at 12 Off Rec, Trinity House lane, Hull  
FAY, PATRICK, Manchester, Grocer Feb 4 at 11.30 Off Rec, Ogden's chambers, Bridge st, Manchester  
FLETCHER, THOMAS LAMBERT, Liverpool, Grocer Feb 5 at 3 Off Rec, 35, Victoria st, Liverpool  
GLADWIN, FREDERICK, Bradford, Printer Feb 4 at 11 Off Rec, 31, Manor row, Bradford  
GOMERSALL, JOSEPH, Heckmondwike, Greengrocer Feb 4 at 4 Off Rec, Bank chmbrs, Batley  
GOODSTONE, HYMAN, Leeds, Slipper Manufacturer Feb 1 at 11 Off Rec, 23, Park row, Leeds  
GUENEY, WILLIAM, Bedford, Baker Feb 7 at 12 8, St. Paul's sq, Bedford  
HAYGARTH, JAMES NELSON, Aughton, nr Ormskirk, Farmer Feb 2 at 12 27, Stramogate, Kendal  
HAYNES, THOMAS, and ARTHUR PARKER, Artnley, Leeds, Boot Manufacturers Feb 4 at 11 Off Rec, 22, Park row, Leeds  
HENSMAN, A. J., Westbourne, Bournemouth, Builder Feb 2 at 1.30 Criterion Hotel, Bournemouth  
HIGHMORE, WILLIAM FREDERICK, Oldham, Butcher Feb 1 at 10 Off Rec, Priory chmbrs, Union st, Oldham  
HOGG, JAMES, Lovell's ct, Paternoster row, Publisher Feb 4 at 11 Bankruptcy bldgs, Lincoln's inn  
HOWELL, EDWIN CHARLES, The Mona Hotel, Covent garden, Builder Feb 1 at 12 Bankruptcy bldgs, Lincoln's inn  
HUTT, JANE ELIZABETH, Kew rd, Richmond, Builder Feb 4 at 12 119, Victoria st, Westminster  
LIQUORISH, ARTHUR JOHN CRICK, Leicester, Baker Feb 4 at 12.30 Off Rec, 28, Friar lane, Leicester  
MEAKIN, EDWARD EBENEZER, Crayford rd, Tufnell park, Gent Feb 1 at 2.30 Bankruptcy bldgs, Lincoln's inn  
NEWMAN, FREDERICK CHARLES, Coddington, Hereford, Blacksmith Feb 6 at 11 Off Rec, Worcester  
PETERS, JOHN, Romford, Essex, Painter Feb 6 at 10.30 Shirehall, Chelmsford  
READ, NATHANIEL, Wincanton, Somerset, Butcher Feb 4 at 1 Off Rec, Salisbury  
RUTLAND, WILLIAM JAMES, Black Lion lane, Hammonds Smith, Builder Feb 1 at 12 Bankruptcy bldgs, Lincoln's inn  
SAVILLE, HARRY, Birstal, Yorks, Butcher's Assistant Feb 4 at 3 Off Rec, Bank chmbrs, Batley  
SEED, JOHN, Gomersall, Yorks, Farm Labourer Feb 5 at 3 Off Rec, Bank chmbrs, Batley  
SHORTROSE, JOHN, Ilkeston, Derby, Colliery Proprietor Feb 1 at 2.30 Off Rec, St James's chmbrs, Derby  
SKULL, EDWIN GEORGE, Sydenham, Oil Merchant Feb 4 at 3 109, Victoria st, Westminster  
SMITH, ALBERT, Leicester, Confectioner Feb 4 at 3 Off Rec, 28, Friar lane, Leicester  
SNELL, JOHN, Maidenhead, Berks, Builder Feb 1 at 2.30 Railway Hotel, Maidenhead  
SNELL, JOHN, and JOHN WILLIAM SNELL, Maidenhead, Berks, Builders Feb 1 at 1.30 Railway Hotel, Maidenhead



SUTTON, WILLIAM, Burslem, Stafford, Boot Dealer Feb 2 at 11.15 Off Rec, Newcastle under Lyme  
 TEALE, JOHN, Garforth, Yorks, Grocer Feb 1 at 2.30 Off Rec, Bond ter, Wakefield  
 THIRLWELL, THOMAS, Haydon Bridge, Northumberland, Bookkeeper Feb 5 at 2.30 Off Rec, Pink Lane, Newcastle on Tyne  
 WILSON, JOHN ROBERT, Leeds, Cartman Feb 1 at 12 Off Rec, 22, Park row, Leeds  
 WOODBRIDGE, HENRY TOWNSEND, Witney, Oxford, Farmer Feb 4 at 11.30 1, St Aldates, Oxford

## ADJUDICATIONS.

BARNES, SAMUEL, Harrogate rd, Victoria rd, Builder High Court Pet Jan 5 Ord Jan 22  
 BATEMAN, RICHARD CHARLES, Birkenhead, Boot maker Birkenhead Pet Jan 22 Ord Jan 21  
 BELLAMY, WILLIAM THOMAS, Gt Grimsby, Boot Dealer Gt Grimsby Pet Dec 1 Ord Jan 23  
 BONTA, PAUL, Gravesend, Tug Owner Rochester Pet Jan 17 Ord Jan 21  
 BRADLEY, FREDERICK, Smethwick, Stafford, Plumber Oldbury Pet Jan 9 Ord Jan 21  
 BRES, THOMAS, Macclesfield, Plumber Macclesfield Pet Jan 21 Ord Jan 21  
 BREWSTER, JOSHUA, Wilmshw, Cheshire, Piano for te Tuner Manchester Pet Jan 23 Ord Jan 23  
 CLEMETSON, JAMES AXCELLE, Pembury, Kent, Baker Tunbridge Wells Pet Jan 14 Ord Jan 21  
 COOPER, WILLIAM CAPPS, Lowestoft, Fishing Boat Owner 4t Yarmouth Pet Jan 9 Ord Jan 22  
 CORNISH, G. E., Fulham Palace rd, Florist High Court Pet Jan 23 Ord Jan 23  
 COWLAND, C. D., Fenchurch bldgs, Fenchurch st High Court Pet Jan 8 Ord Jan 22  
 DICKENSON, CHARLES, New Goulston st, White-chapel, Hop Merchant High Court Pet Jan 21 Ord Jan 22  
 DORIN, CHARLES ALEXANDER, Cornhill, Stock Broker High Court Pet Jan 2 Ord Jan 23  
 FAY, PATRICK, Manchester, Grocer Manchester Pet Jan 21 Ord Jan 21  
 FOSTER, WILLIAM, Lane Head, Staffs, Coal Master Wolverhampton Pet Jan 8 Ord Jan 21  
 GAYWOOD, JAMES HARVEY, Hatfield Peverel, Essex, Dealer Chelmsford Pet Jan 21 Ord Jan 21  
 GLADWY, FREDERICK, Bradford, Printer Bradford Pet Jan 21 Ord Jan 21  
 GREENWOOD, ALFRED, and JOSIAH CROWTHER, Sowerby Bridge, nr Halifax, Woollen Manufacturers Halifax Pet Jan 16 Ord Feb 4  
 GREENBURG, MORRIS, York rd, Battersea, Tailor Wandsworth Pet Dec 11 Ord Jan 21  
 HILMAN, JAMES, Aldrinorton, Sussex, Baker Brighton Pet Jan 21 Ord Jan 23  
 HINCHLIFFE, HENRY, jun., Stalybridge, Cheshire, Tailor Ashton under Lyne and Stalybridge Pet Jan 15 Ord Jan 21  
 HOBS, WILLIAM HENRY, Fleet rd, Hampstead, Estate Agent High Court Pet Sept 20 Ord Jan 23  
 HOPE, MATTHEW, Writlington, Somerset, Licensed Victualler Fford, Pet Jan 23 Ord Jan 23  
 HUNT, CHARLES, Landport, Hants, Painter Portsmouth Pet Jan 22 Ord Jan 22  
 HUTT, JANE ELIZABETH, Kew rd, Builder Wandsworth Pet Dec 19 Ord Jan 21  
 JACKSON, THOMAS, Manchester, Baker Manchester Pet Jan 22 Ord Jan 22  
 JONES, THOMAS MORGAN, Pontwelly, Carmarthen, Coal Merchant Carmarthen Pet Jan 14 Ord Jan 15  
 KNIGHT, GEORGE MERRETT, Hambleton, Hants, Butcher Southampton Pet Jan 12 Ord Jan 21  
 KRAUSE, FRANCIS EMIL, and EMIL ALBERT FREDERICK KRAUSE, Birkdale, Lancs, Artists Liverpool Pet Jan 21 Ord Jan 21  
 LACEY, GEORGE, Third avenue, Chelsea, Bricklayer High Court Pet Nov 24 Ord Jan 23  
 LLEWELLYN, WILLIAM, Newport, Mon, Beerhouse Keeper Newport Mon Pet Jan 21 Ord Jan 23  
 MAIDEN, MARY JANE, Walsall, Staffs, Fruiterer Walsall Pet Jan 21 Ord Jan 21  
 MANTON, REUBEN, Kingston-upon-Hull, Smackowner Kingston-upon-Hull Pet Jan 21 Ord Jan 21  
 MORRISON, JAMES, Sheffield, Wholesale Fruit Merchant Barmley Pet Jan 7 Ord Jan 22  
 NEWMAN, FREDERICK CHARLES, Coddington, Hereford, Blacksmith Worcester Pet Jan 23 Ord Jan 23  
 NICHOLSON, FRANCIS REGINALD, Penzance, Boot Dealer Truro Pet Jan 22 Ord Jan 22  
 OWEN, EMILY, Leather lane, General Outfitter High Court Pet Nov 30 Ord Jan 23  
 PARKER, WILLIAM ALEXANDER, Chorlton-upon-Medlock, Manchester, Travelling Draper Manchester Pet Jan 22 Ord Jan 22  
 PARNABY, WILLIAM, Malton, Yorks, Saddler Scarborough Pet Jan 21 Ord Jan 21  
 PETERS, JOHN, Romford, Essex, Painter Chelmsford Pet Jan 22 Ord Jan 23  
 PILE, SAMUEL FREDERICK, Carterlane, Mantle Maker High Court Pet July 27 Ord Jan 21  
 PLEYDELL, THOMAS, Westgate-on-Sea, Dealer in Berlin Wool Canterbury Pet Jan 22 Ord Jan 23  
 PRESTON, ALFRED PINEB, Gosport, Grocer Portsmouth Pet Jan 22 Ord Jan 22  
 REITER, KARL CHRISTIAN, Kingston-upon-Hull, Organ Builder Kingston-upon-Hull Pet Jan 22 Ord Jan 22  
 SEATON, WILLIAM THOMAS, Barton Latimer, Northampton, Miller Northampton Pet Jan 22 Ord Jan 22  
 SEED, JOHN, Gomersal, Yorks, Farm Labourer Dewsbury Pet Jan 19 Ord Jan 22  
 SMITH, ALBERT VICTOR, Moulshull Vernon, Cheshire, Schoolmaster Nantwich and Crewe Pet Jan 23 Ord Jan 23

SPITTLE, FREDERICK WILLIAM, Southsea, Livery Stable Proprietor Portsmouth Pet Jan 18 Ord Jan 21  
 TEALE, JOHN, Garforth, Yorks, Grocer Wakefield Pet Jan 23 Ord Jan 23  
 THIRLWELL, THOMAS, Haydon Bridge, Northumberland, Book Keeper Newcastle on Tyne Pet Jan 22 Ord Jan 22  
 THOMSON, CORNELIUS FORTUNE, Kingsland High st, Draper High Court Pet Mar 19 Ord Jan 21  
 TODD, THOMAS, South Kelsey, Lincolnshire, Tailor Gt Grimsby Pet Jan 19 Ord Jan 19  
 WHITLOCK, E. W., Mitcham lane, Streatham, Builder Wandsworth Pet Dec 13 Ord Jan 21  
 WILKINS, ROBERT OAKLEY, Rowhook Rutland, Sussex, Farmer Brighton Pet Jan 1 Ord Jan 22  
 WOODBRIDGE, HENRY TOWNSEND, Witney, Oxford, Farmer Oxford Pet Jan 14 Ord Jan 22  
 YEOMANS, DAVID MAITLAND, Moorgate st, Engineer High Court Pet Dec 5 Ord Jan 22

The following amended notices is substituted for that published in the London Gazette of Jan. 18.  
 GEE, THOMAS, Birmingham, Bricklayer Birmingham Pet Jan 4 Ord Jan 16

## BANKRUPTCY ANNULLED.

SEMPLE, GEORGE EDWIN, Norfolk ter, Bayswater, Butcher High Court Adjud June 1 Annual Jan 21

## COMPOSITION ANNULLED.

GREENWOOD, ALFRED, and JOSIAH CROWTHER, Sowerby Bridge, nr Halifax, Woollen Manufacturers Halifax Ord Apr 10 Annual Jan 16

London Gazette.—TUESDAY, Jan. 29.

## RECEIVING ORDERS.

ALLEN, THOMAS, Ashton under Lyne Ashton under Lyne Pet Jan 21 Ord Jan 21  
 BONE, JOHN, jun, Stanwell, nr Staines, Farmer Kingston, Surrey Pet Jan 24 Ord Jan 24  
 BULL, WILLIAM, Deeping St James, Lincoln, Yeoman Peterborough Pet Jan 23 Ord Jan 23  
 BUNDUCK, ALBERT GEORGE, Gt Portland st, Oyster Merchant High Court Pet Jan 23 Ord Jan 26  
 CHECKLEY, ALFRED ERNEST, Leicester, Tailor Leicester Pet Jan 24 Ord Jan 24  
 CORDEUX-KHYS, FREDERICK, and ALBERT BRUCE BEDFORDS, Tottenham Court rd, Manufacturing Confectioners High Court Pet Jan 23 Ord Jan 26  
 CROSSLEY, ATKINSON, Mambhill, Monmouth, Manager of Chemical Works Newport, Mon Pet Jan 24 Ord Jan 24  
 EICHHOLTZ, ROBERT, Newcastle on Tyne, Export Merchant Newcastle on Tyne Pet Jan 23 Ord Jan 25  
 EVANS, JOHN, Mount st, Grosvenor sq, Watch Maker High Court Pet Jan 26 Ord Jan 23  
 EVERTON, ROBERT, Old Swan, nr Liverpool, Outfitter Liverpool Pet Jan 14 Ord Jan 24  
 GEE, CHARLES FREDERICK, Dover, Carpenter Canterbury Pet Jan 25 Ord Jan 23  
 GILLET, HARRIETT MARIA, Endsleigh st, Actress High Court Pet Jan 25 Ord Jan 23  
 GOULDSTONE, CHARLES JAMES, Lisson st, Marylebone, Publisher High Court Pet Jan 25 Ord Jan 23  
 GROVE, MATTHEW, King's Norton, Worcestershire, Farmer Birmingham Pet Jan 24 Ord Jan 21  
 HILLS, CHARLES GEORGE, Wye, Kent, out of business Canterbury Pet Jan 24 Ord Jan 24  
 HODGE, PHILIP, Southborough, Kent, Pork Butcher Tunbridge Wells Pet Jan 25 Ord Jan 25  
 JACKSON, THOMAS MATTHEW, Kingston upon Hull, out of business Kingston upon Hull Pet Jan 12 Ord Jan 25  
 JOHNSON, JOHN, Barrow in Furness, Joiner Barrow in Furness Pet Jan 23 Ord Jan 23  
 JONES, LLEWELLYN, Ely, Cambridge, no occupation Cambridge Pet Jan 25 Ord Jan 25  
 KINDER, FRANK, Catfield, Norfolk, Gent Norwich Pet Jan 28 Ord Jan 28  
 MATTHEWS, WILLIAM, Chichester, Butcher Brighton Pet Jan 25 Ord Jan 23  
 MORTLOCK, JACK, Bucklebury, Director of a Public Company High Court Pet Jan 11 Ord Jan 23  
 OLDBURY, JONATHAN, jun, Nottingham, Boot Dealer Nottingham Pet Jan 24 Ord Jan 24  
 PECK, AMOS, Torquay, Builder Exeter Pet Jan 24 Ord Jan 24  
 PROSSER, FREDERICK, and WILLIAM MAGGS, Bristol Builders Bristol Pet Dec 21 Ord Jan 25  
 REED, CHARLES, Leytonstone, Essex, Builder High Court Pet Jan 2 Ord Jan 25  
 SLATER, HARRY, Leeds, Aerated Water Manufacturer Leeds Pet Jan 25 Ord Jan 23  
 SLEIGH, JOSEPH, and WILLIAM HAWLEY, Walsall, Saddlers Ironmongers Walsall Pet Jan 21 Ord Jan 24  
 SPENCER, SIDNEY EDGAR, St. Ann's terr, St John's Wood, Merchant's Clerk High Court Pet Jan 24 Ord Jan 24  
 STANWAY, THOMAS, Macclesfield, Insurance Agent Macclesfield Pet Jan 25 Ord Jan 25  
 THOMAS, GEORGE, Swansea, Watchmaker Swansea Pet Jan 21 Ord Jan 21  
 WADE, SAMUEL FRANK, Harlesden, Middlesex, Printer High Court Pet Jan 24 Ord Jan 24  
 WALTERS, DAVID JOHN, Cardiff, Grocer Cardiff Pet Jan 21 Ord Jan 21  
 WELLOCK, ROBERT, Brunthwaite, Yorks, out of business Bradford Pet Jan 24 Ord Jan 24  
 WINDLE, WILLIAM, Nelson, Lancs, Greengrocer Burnley Pet Jan 23 Ord Jan 23

## FIRST MEETINGS.

ARCHER, GEORGE, the younger, Mountain Ash, Glamorgan, Grocer Feb 5 at 2 Off Rec, Merthyr Tydfil  
 BATEMAN, RICHARD CHARLES, Birkenhead, Boot-maker Feb 6 at 2.30 Off Rec, 48, Hamilton sq, Birkenhead  
 BICKNELL, HARRY, Dorking, Surrey, Harness Maker Feb 7 at 3 119, Victoria st, Westminster  
 BROWN, JOHN WILLIAM, Margate, Baker Feb 7 at 2.30 53, High st, Margate  
 BULL, WILLIAM, Deeping St James, Lincoln, Yeoman Feb 8 at 12 County Court, Peterborough  
 CROSSLEY, ATKINSON, Mambhill, Monmouth, Manager of Chemical Works Feb 6 at 12.30 Off Rec, 12, Tredegar pl, Newport  
 DAVIES, GODFREY GOODMAN, and EDWARD HAWCOCK, Birkenhead, Grocers Feb 6 at 2 Off Rec, 48, Hamilton sq, Birmingham  
 DICKENSON, CHARLES, New Goulston st, White-chapel, Hop Merchant Feb 7 at 2.30 33, Carey st, Lincoln's inn  
 EGGAR, WILLIAM, Farnham, Surrey, Fly Proprietor Feb 6 at 2.30 Townhall, Farnham  
 EICHHOLTZ, ROBERT, Newcastle on Tyne, Export Merchant Feb 8 at 10.30 Off Rec, Pink Lane, Newcastle on Tyne  
 EVANS, EDWARD, Hatod, Glamorgan, Grocer Feb 5 at 12 Off Rec, Merthyr Tydfil  
 FRANCIS, HENRY, Chester ter, Eaton sq, Commission Agent Feb 5 at 12 33, Carey st, Lincoln's inn  
 FROST, WALTER, Bromley, Manager of a Dairy Feb 7 at 12 119, Victoria st, Westminster  
 GREENBURG, MORRIS, York rd, Battersea, Tailor Feb 5 at 12 119, Victoria st, Westminster  
 GREENSMITH, NEWCOMBE GOULDS, Hillside ter, Stamford hill, Publican Feb 6 at 11 Bankruptcy bldgs, Lincoln's inn  
 GREENWOOD, ALFRED, and JOSIAH CROWTHER, Sowerby Bridge, nr Halifax, Woollen Manufacturers Feb 6 at 11 Off Rec, Townhall chbrs, Crossley st, Halifax  
 HARNISS, TOM, Ranby, Notts, Farmer Feb 5 at 12.30 Off Rec, 31, Silver st, Lincoln  
 HEAD, JOHN, Linfield, Surrey, Farmer Feb 5 at 12 Off Rec, 4, Pavilion bldgs, Brighton  
 HOPE, MATTHEW, Writlington, Somerset, Licensed Victualler Feb 19 at 12.30 George Hotel, Frome  
 HUNT, CHARLES, Landport, Hampshire, Painter Feb 11 at 4 166, Queen st, Portsea  
 HUNTLEY, ABRAHAM, Folkestone, out of business Feb 7 at 11 73, Sandgate rd, Folkestone  
 JONES, ERNEST WILLIAM, Hastings, Boot Maker Feb 6 at 12 Bankruptcy bldgs, Portuagat st, Lincoln's inn  
 JONES, LLEWELLYN, Ely, Cambs, no occupation Feb 15 at 12 Off Rec, 5, Petty Cury, Cambridge  
 KNIGHT, MARIE ELLEN, Margery Park rd, Forest Gate, Widow Feb 5 at 12 33, Carey st, Lincoln's inn  
 KYTE, CHRISTOPHER, Cardiff, Butcher Cardiff Feb 11 at 2.30 Off Rec, 29, Queen st, Cardiff  
 LAMB, JOHN, Over, Cheshire, Grocer Feb 13 at 10.30 Royal Hotel, Crewe  
 LANE, TRACY FRANCIS THOMAS, Kimbliton, Hereford, Farmer Feb 14 at 10 18, Corn sq, Leominster  
 LLEWELLYN, WILLIAM, Newport, Beerhouse Keeper Feb 6 at 12 Off Rec, 12, Tredegar pl, Newport  
 LOVETT, WILLIAM, and GEORGE BROOKHARNS, Birmingham, Tinplate Workers Feb 6 at 11 23, Colmore row, Birmingham  
 MADGE, EDMUND, Felix st, Hackney rd, Contractor Feb 5 at 2.30 33, Carey st, Lincoln's inn  
 MAIDEN, MARY JANE, Walsall, Stafford, Fruiterer Feb 6 at 11.15 Off Rec, Walsall  
 MANNING, CHARLES ALFRED, Kingston upon Hull, Smackowner Feb 8 at 11 Off Rec, Trinity house lane, Hull  
 MANTON, REUBEN, Kingston upon Hull, Smackowner Feb 8 at 11.30 Off Rec, Trinity house lane, Hull  
 MILLER, ERNEST ALFRED, Baroncourt chmbrs, West Kensington, Wine Merchant Feb 6 at 11 33, Carey st, Lincoln's inn  
 MORGAN, HENRY, Birmingham, Fish Dealer Feb 8 at 11 23, Colmore row, Birmingham  
 MORTON, JOHN, Dalberg rd, Brixton, Grocer Feb 5 at 3 119, Victoria st, Westminster  
 NORTON, CHARLES BENJAMIN SPRAGUE, Bristol, Chemist Feb 13 at 12.30 Off Rec, Bank chmbrs, Corn st, Bristol  
 PARKER, WILLIAM ALEXANDER, Chorlton upon Medlock, Manchester, Travelling Draper Feb 7 at 11.30 Off Rec, Ogden's chmbrs, Bridge st, Manchester  
 PARNABY, WILLIAM, Malton, Yorks, Saddler Feb 5 at 11.30 Off Rec, 74, Newborough st, Scarborough  
 PECK, AMOS, Torquay Builder, Feb 7 at 3 The Castle, Exeter  
 PLEYDELL, THOMAS, Westgate on Sea, Dealer in Berlin Wool Feb 7 at 3.15 53, High st, Margate  
 PRESTON, ALFRED PINEB, Gosport, Hampshire, Grocer Feb 11 at 3.30 166, Queen st, Portsea  
 PRICE, WALTER, Knighton, Major, Grocer Feb 11 at 10.30 18, Corn sq, Leominster  
 PRIKE, CHARLES, Exmouth, Builder Feb 7 at 3 The Castle, Exeter  
 PROSSER, FREDERICK, and WILLIAM MAGGS, Bristol, Builders Feb 6 at 12 Off Rec, Bank chmbrs, Corn st, Bristol  
 REITER, KARL CHRISTIAN, Kingston upon Hull, Organ Builder Feb 8 at 12 Off Rec, Trinity House lane, Hull  
 SCOTT, ALBERT, Upper st, Islington, Furniture Dealer Feb 5 at 12 Bankruptcy bldgs, Lincoln's inn



SEATON, WILLIAM THOMAS, Burton Latimer, Northampton, Miller Feb 5 at 11 County Court bldgs, Northampton  
SMITH, ALBERT VICTOR, Minshull Vernon, Cheshire, Schoolmaster Feb 13 at 10 Royal Hotel, Crewe  
SOUTHEY, JOHN GEORGE, Clare, Suffolk, Saddler Feb 6 at 12 Off Rec, 5, Petty Cur, Cambridge  
SPITTLE, FREDERICK WILLIAM, Southsea, Livery Stable Proprietor Feb 11 at 3 186, Queen st, Portsea  
STANWAY, THOMAS, Macclesfield, Insurance Agent Feb 12 at 11 Off Rec, 23, King Edward st, Macclesfield  
STARES, JOHN, Southgate rd, Baker Feb 5 at 11 Bankruptcy bldgs, Lincoln's Inn  
THOMAS, GEORGE, Swansea, Watchmaker Feb 6 at 12 Off Rec, 6, Rutland st, Swansea  
UNDEWOOD, RICHARD, Nottingham, Cigar Maker Feb 5 at 12 Off Rec, 1, High pavement, Nottingham  
WELLOCK, ROBERT, Brunthwaite, Yorks, out of business Feb 7 at 11 Off Rec, 31, Manor row, Bradford  
WILLIAMS, EDMUND, Cardiff, Carpenter Feb 11 at 12 Off Rec, 29, Queen st, Cardiff  
WOOD, ALBERT JOSHUA, Elgibaston, Warwickshire, Iron Manufacturer Feb 7 at 11 25, Colmore row, Birmingham

## ADJUDICATIONS.

ALLEN, DAVID J., Durlham terr, Bayswater, Doctor of Medicine High Court Pet Dec 7 Ord Jan 25  
ALE, ANTONIO LALA, St Leonard's on Sea, Gent Hastings Pet Dec 13 Ord Jan 25  
BAILEY, JAMES, Bolton, Biscuit Manufacturer Bolton Pet Jan 7 Ord Jan 25  
BANCROFT, WILLIAM, Blaenavon, Monmouth, Grocer Tredegar Pet Jan 23 Ord Jan 26  
BLACKMORE, WILLIAM, Sidbury, Devon, Yeoman Exeter Pet Dec 15 Ord Jan 25  
BULL, WILLIAM, Deeping St James, Lincoln, Yeoman Peterborough Pet Jan 25 Ord Jan 25  
BUNDOCK, ALBERT GEORGE, 4, Portland st, Oyster Merchant High Court Pet Jan 25 Ord Jan 25  
CAVILLA, WILLIAM JOSEPH, Rye lane, Peckham, Lead Merchant High Court Pet Jan 9 Ord Jan 25  
CLARK, NIVAN, Torquay, Draper Exeter Pet Dec 27 Ord Jan 25  
CROSSLEY, ATKINSON, Mambillad, Monmouth, Manager of Chemical Works Newport, Mon Pet Jan 24 Ord Jan 25  
DASTIS, FRANCIS, Leadenhall st, Merchant High Court Pet Dec 14 Ord Jan 25  
EICHHOLTZ, ROBERT, Newcastle on Tyne, Export Merchant Newcastle on Tyne Pet Jan 25 Ord Jan 25

## COURTS RESTAURANT

(Late DUVAL RESTAURANT).  
Opposite New Law Courts, Strand.

FRED W. TOLSON (late Manager of the "Duval") is now managing this Restaurant for the Proprietors. In addition to existing arrangements, a 1s. Breakfast will be served from 8 a.m. to 11.30 a.m., and Breakfasts à la Carte at moderate prices. Also, a Table d'Hôte Dinner, from 5.30 p.m. to 8.30 p.m., price 2s. 6d. Every effort will be made to render this popular.

A NEW TEA and COFFEE ROOM for light refreshments, and a well-appointed SMOKING ROOM will be added to the accommodation. The prices of Wines, more especially of the finer brands of Champagne, will be found unusually moderate.

For particulars as to Public and Private Dinners, Masonic Banquets, Smoking Concerts, &c., &c., address the Manager, FRED W. TOLSON, COURTS RESTAURANT, STRAND.

## LAW UNION FIRE AND LIFE INSURANCE COMPANY.

ESTABLISHED IN THE YEAR 1851.

Chief Office—  
126, CHANCERY LANE, LONDON, W.C.  
City Branch—

1. ROYAL EXCHANGE BUILDINGS, E.C.  
LIFE DEPARTMENT.

Special attention is drawn to the following 1. The Bonus added to Policies on young lives at the last division of profits amounted to £55 for every £100 of premium paid during the Quinquennium.  
2. Claims are payable immediately on proof of death and title.  
3. The Premiums are moderate.

## FIRE DEPARTMENT.

Losses settled promptly and liberally.  
Private Houses and Ecclesiastical Buildings, if brick and tiled or slated, and free from hazardous surroundings, insured at a premium of 1s. 6d. for each £100.  
Household Furniture in houses of similar construction insured at a premium of 2s. per cent.  
Loans on Reversions and Life Interests.  
Reversions purchased.  
Annuities granted.

FRANK MCGEDY, Actuary and Secretary.

WEST OF ENGLAND FIRE AND LIFE INSURANCE COMPANY.—Established 1877.  
Head Office—Exeter, London Office—20, New Bridge-street, E.C. CAPITAL, £800,000. Fire Department—Risks of almost every description insured. Life Department—Special Feature: Combined System of Life Assurance. LOAN DEPARTMENT—REVERSIONS; LIFE INTERESTS; GOOD PERSONAL SECURITY.  
EDWARD H. SMITHETT, Secretary.  
Application for Agencies invited.

EVERTON, ROBERT, Old Swan, nr Liverpool, Out-fitter Liverpool Pet Jan 14 Ord Jan 25  
FLETCHER, THOMAS LAMBERT, Liverpool, Grocer Liverpool Pet Jan 15 Ord Jan 25  
FROST, EDWARD, Sunbury, Mill-leas, Grocer Kingston, Surrey Pet Jan 19 Ord Jan 24  
GEE, CHARLES FREDERICK, Dover, Carpenter Canterbury Pet Jan 25 Ord Jan 25  
GOMERSALL, JOSEPH, Heckmondwike, Greengrocer Dewsbury Pet Jan 21 Ord Jan 25  
GROVE, MATTHEW, King's Norton, Worces, Farmer Birmingham Pet Jan 23 Ord Jan 24  
HEAD, EDWARD, Monieriff st, Peckham High Court Pet Dec 19 Ord Jan 25  
HENSMAN, A. J., Westbourne, Bournemouth, Builder Poole Pet Dec 19 Ord Jan 25  
JOHNSTON, JOHN, Barrow-in-Furness, Joiner Barrow-in-Furness Pet Jan 23 Ord Jan 24  
JONES, LLEWELLYN, Elv. Camb., no occupation Cambridge Pet Jan 25 Ord Jan 25  
KINDER, FRANK, Cattled, Norfolk, Gent Norwich Ord Jan 25 Ord Jan 25  
LAMR, JOHN, Over, Cheshire, Grocer Nantwich and Crewe Pet Jan 22 Ord Jan 24  
MATTHEWS, WILLIAM, Chichester, Butcher Brighton Pet Jan 25 Ord Jan 25  
NORTON, CHARLES BENJAMIN SPRAGGE, Bristol, Chemist Bristol Pet Jan 19 Ord Jan 25  
OLDBURY, JONATHAN, jun, Nottingham, Boot Dealer Nottingham Pet Jan 24 Ord Jan 24  
PEER, AMOS, Torquay, Builder Exeter Pet Jan 24 Ord Jan 24  
PERRY, J. E., Nottingham st, Marylebone, a Retired Captain High Court Pet Dec 4 Ord Jan 25  
PRING, CHARLES, Esmouth, Builder Exeter Pet Jan 2 Ord Jan 25  
READ, NATHANIEL, Wincanton, Somerset, Butcher Yeovil Pet Jan 19 Ord Jan 21  
SAVILLE, HARRY, Birstal, Yorks, Butcher's Assistant Dewsbury Pet Jan 22 Ord Jan 25  
SHORT, JOHN BAKER, Upper Parkstone, Dorset, Builder Poole Pet Jan 15 Ord Jan 25  
SLATER, HARRY, Leeds, Acrated Water Maker Leeds Pet Jan 25 Ord Jan 25  
SPENCER, SIDNEY EDGAR, St Ann's terr, St John's wood, Merchant's Clerk High Court Pet Jan 24 Ord Jan 24  
STANWAY, THOMAS, Macclesfield, Insurance Agent Macclesfield Pet Jan 25 Ord Jan 25  
STUBBS, GEORGE DUNCAN WILLIAM, Southampton, Printer Southampton Pet Jan 17 Ord Jan 24  
THOMAS, GEORGE, Swansea, Watchmaker Swansea Pet Jan 21 Ord Jan 25  
UNDEWOOD, RICHARD, Nottingham, Cigar Manufacturer Nottingham Pet Jan 19 Ord Jan 25  
WALTERS, DAVID JOHN, Cardiff, Grocer Cardiff Pet Jan 24 Ord Jan 25

WELLOCK, ROBERT, Brunthwaite, Yorks, out of business Bradford Pet Jan 24 Ord Jan 24  
WINDLE, WILLIAM, Nelson, Lancs, Greengrocer Burnley Pet Jan 25 Ord Jan 25  
YEATES, JAMES, Ivydale rd, Nunhead, Grocer High Court Pet Jan 22 Ord Jan 25

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

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Where difficulty is experienced in procuring the Journal with regularity in the Country, it is requested that application be made direct to the Publisher.

The Subscription to the SOLICITORS' JOURNAL is—Town, 28s.; Country, 28s.; with the WEEKLY REPORTER, 52s. Payment in advance includes Double Numbers and Postage. Subscribers can have their Volumes bound at the office—cloth, 2s. 6d., half law calf, 5s. 6d.

## EDE AND SON,

## ROBE MAKERS,

BY SPECIAL APPOINTMENT,

To Her Majesty, the Lord Chancellor, the Whole of the Judicial Bench, Corporation of London, &c.

ROBES FOR QUEEN'S COUNSEL AND BARRISTERS.

## SOLICITORS' GOWNS.

Law Wigs and Gowns for Registrars, Town Clerks, and Clerks of the Peace.

CORPORATION ROBES, UNIVERSITY AND CLERGY GOWNS.

ESTABLISHED 1839.

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THE J. B. WATKINS LAND MORTGAGE CO.

Commenced Business 1870. Incorporated 1881.

CAPITAL, 750,000 DOLS. SURPLUS, 400,470 DOLS.

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FIVE PER CENT. DEBENTURES

Interest payable Half-yearly in London by Coupon attached.

The Security for the Debentures consists of—

1. A deposit with the Farmers' Loan and Trust Company, of New York, as Trustees for the Debenture Holders of Mortgages, for the same amount as the Debentures, issued on Freehold Property valued at 2½ times the amount of the Mortgages.

2. The Capital and Surplus of the Company.

Thus it will be seen these Debentures form a first-class security.

The Company is also prepared to negotiate Six per Cent. American Farm Mortgages.

About £500,000 have been invested for English Investors, and not one shilling of interest or principal has been lost.

For full particulars apply to

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PHENIX FIRE OFFICE, 19, LOMBARD-STREET and 47, CHARING-CROSS, LONDON.

Established 1782.

Moderate Rates. Absolute Security. Electric-Lighting Rules supplied. Liberal Loss Settlements. Prompt Payment of Claims.

Joint Secretaries—

W. C. MACDONALD and F. B. MACDONALD.

LOSSES PAID OVER

£16 000 000.

In the Court of the Commissioners for Sale of Incumbered Estates in the West Indies (Jamaica). In the Matter of the Estate of JAMES SIMPSON CARLSON and SARAH MARRIOTT CARLSON. SALE ON WEDNESDAY, the 16th day of MAY, 1889, JAMAICA.

NOTICE is HEREBY GIVEN, that the valuable Sugar Estate, known as ALBION, situate in the parish of St. Thomas, in the Island of Jamaica, containing 1,330 acres or thereabouts, with the fixtures, machinery, and live and dead stock thereon, and a run of mountain land, known as ALBION MOUNTAIN, situate about a mile from the Estate, and containing 550 acres or thereabouts, will be SOLD by AUCTION, in One Lot, by Mr. W. W. JENKINSON before REGINALD JOHN CUST, Esq., and EDWARD WINGFIELD, Esq., Commissioners for Sale of Incumbered Estates in the West Indies, at the SALE ROOM of the COMMISSIONERS, at the AUCTION MART, Tokenhouse-yard, Lothbury, in the City of London, on WEDNESDAY, the 16th day of MAY, 1889, at ONE o'clock precisely. The purchaser will have an indefeasible parliamentary title under the seal of the Court. Dated the 11th day of January, 1889.

REGINALD J. CUST,

Chief Commissioner.

Further particulars may be had at the Office of the Commissioners, No. 30, Abingdon-street, Westminster, London, S.W.; of the undersigned; of Samuel Spofforth, Esq., 35a, Great George-street, Westminster, S.W.; of Mr. W. W. Jenkinson, No. 6, Moorgate-street, London, E.C., the Auctioneer; of Messrs. Oughton & Garvie, Solicitors, Kingston, in the Island of Jamaica; and at the Office of the Local Commissioners, at Kingston, in the said Is and, where copies of the particulars and plans can be inspected.

ELMSLIE, FORSYTH, & ELMSLIE, 27, Leadenhall-street, London, E.C., Solicitors, having the carriage of the Sale.

## SCOTTISH PROVIDENT INSTITUTION.

(ESTABLISHED 1837.)

ITS ADVANTAGES are—  
A greatly LARGER ORIGINAL ASSURANCE—generally as much as 20 to 25 per cent.—without sacrifice of any portion of the profits.

LARGE ADDITIONS may be expected by good lives, for whom exclusively the Surplus is reserved.

## FAMILY SETTLEMENTS.

The system is thus specially suited for FAMILY PROVISIONS, on marriage or otherwise, by securing, from the first, for the smallest present outlay, a competent Provision at the time when a family may be most dependent.

THE FUNDS EXCEED £6,200,000.

The Increase of Funds in the last seven years has been greater than in any Office in the Kingdom.

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